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OR

CHRONICLES AND MEMORIALS OF GREAT BRITAIN AND IRELAND

DURING

THE MIDDLE AGES.

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THE CHRONICLES AND MEMORIALS

OF

GREAT BRITAIN AND IRELAND

DURING THE MIDDLE AGES.

PUBLISHED BY THE AUTHORITY OF HER MAJESTY'S TREASURY, UNDER THE DIRECTION OF THE MASTER OF THE ROLLS.

On the 26th of January 1857, the Master of the Rolls submitted to the Treasury a proposal for the publication of materials for the History of this Country from the Invasion of the Romans to the reign of Henry VIII.

The Master of the Rolls suggested that these materials should be selected for publication under competent editors without reference to periodical or chronological arrangement, without mutilation or abridgment, preference being given, in the first instance, to such materials as were most scarce and valuable.

He proposed that each chronicle or historical document to be edited should be treated in the same way as if the editor were engaged on an Editio Princeps; and for this purpose the most correct text should be formed from an accurate collation of the best MSS.

To render the work more generally useful, the Master of the Rolls suggested that the editor should give an account of the MSS. employed by him, of their age and their peculiarities; that he should add to the work a brief account of the life and times of the author, and any remarks necessary to explain the chronology; but no other note or comment was to be allowed, except what might be necessary to establish the correctness of the text.

The works to be published in octavo, separately, as they were finished; the whole responsibility of the task resting upon the editors, who were to be chosen by the Master of the Rolls with the sanction of the Treasury.

The Lords of Her Majesty's Treasury, after a careful consideration of the subject, expressed their opinion in a Treasury Minute, dated February 9, 1857, that the plan recommended by the Master of the Rolls "was well calculated for the accomplishment of this important national object, in an effectual and satisfactory manner, within a reasonable time, and provided proper attention be paid to economy, in making the detailed arrangements, without unnecessary expense."

They expressed their approbation of the proposal that each Chronicle and historical document should be edited in such a manner as to represent with all possible correctness the text of each writer, derived from a collation of the best MSS., and that no notes should be added, except such as were illustrative of the various readings. They suggested, however, that the preface to each work should contain, in addition to the particulars proposed by the Master of the Rolls, a biographical account of the author, so far as authentic materials existed for that purpose, and an estimate of his historical credibility and value.

Rolls House,
December 1857.

MONUMENTA JURIDICA.

THE BLACK BOOK OF THE ADMIRALTY.

APPENDIX.—PART II.

EDITED

BY

SIR TRAVERS TWISS, Q.C., D.C.L.

PUBLISHED BY THE AUTHORITY OF THE LORDS COMMISSIONERS OF HER MAJESTY'S TREASURY, UNDER THE DIRECTION OF THE MASTER OF THE ROLLS.

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INTRODUCTION.

INTRODUCTION.

It is a remarkable fact that almost all the "Costumaries" of the English boroughs have disappeared, and that even the memory of them has in many cases passed away. A tradition indeed lingers here and there of a small book "wrot in Law French" having once been reserved amongst the archives in the custody of the Town Clerk, but how or when it disappeared has not been noted, for before its disappearance it had ceased to be cared for, as the writing had ceased to be readable, and the language of it was no longer intelligible to those whom it concerned to be acquainted with its contents. Yet those Costumaries were documents of great juridical interest, for they not merely threw light upon the early history of the English municipal institutions, and shewed how the boroughs, as they were constituted during the Anglo-Norman period, were the nurseries of that spirit of liberty and equal justice, which undermined and ultimately subverted the feudal system, but they exhibited the boroughs as in many instances playing an important part in maintaining the traditions of a general law in matters of international commerce and maritime navigation. Thus we find it recorded in the Custumary of Ipswich that a court sat daily in that borough to administer the Law Merchant between strangers and between burgesses and strangers, and that a court sat from tide to tide to administer the Law Marine to passing mariners, and this practice had been enjoined in the "comyn boke" of the same town called "Domysday" as early as in the second

year of the reign of King John (A.D. 1200). We find it also recorded in the Costumaries of other English boroughs, of which translations or extracts have been preserved to our time, that courts sat in those boroughs from day to day, or from sea to sea, as the case might be, to administer justice between men of various nations, whom the spirit of commerce or the necessities of navigation happened to bring within their local jurisdiction.

The Domesday of Ipswich is probably the earliest extant record of any court sitting regularly from tide to tide to administer the Law Marine in England. When and how this practice originated does not appear. It was a legacy of imperial Rome that maritime causes should be heard without any delay before the competent judges in each province, and there is good reason for believing that mediæval Europe accepted this legacy, and never allowed it to lapse, and that tribunals for the special decision of maritime causes were maintained in some form or other in the more important maritime cities of Europe during that period, which from the absence of written records to explain and illustrate the working of its institutions, we are accustomed to call "the Dark Ages." In the particular case of Ipswich we know that it was an important borough in the reign of Edward the Confessor, that it had town courts before the time of William the Norman, and that King Henry I. in the first year of his reign reorganised those courts, and that the same king convened the captains of the northern and of the western fleets to meet him at Ipswich, where ordinances,[1] &c., touching the criminal jurisdiction to be exercised by them within the seas belonging to the Kings of England were decreed by that king, with the concurrence of his temporal lords.[2] It is not too much to suppose that at this time a Customary Law of the Sea in civil matters was administered to

[1] Cod. Just. lib. xi. tit. v. De Naufragiis Const. 2, 3, and 5.

[2] Cf. Black Book of the Admiralty, p. 62.

passing mariners in the more important maritime boroughs of England, after the example of the mercantile cities on the shores of the Mediterranean Sea, and that the merchants and mariners of Spain and of France who frequented British ports brought with them many traditions of maritime Law, which had been preserved in the Courts of the Sea, of the existence of which in the great marts of eastern trade on the shores of the Mediterranean at the commencement of the twelfth century we have certain evidence in the Assises de Jerusalem. In western Europe, outside the Pillars of Hercules, although there may not be extant any such trustworthy recognition of special tribunals for maritime causes of so early a date, yet we have traces at a still earlier period of a maritime Law which was not identical with the Law of imperial Rome, but had undergone modification in accordance with the increased necessities of mariners by reason of the more distant and more dangerous voyages, which they had become accustomed to undertake. The law of Maritime Jetison, for instance, as set forth in the thirty-eighth chapter of the compilation of Laws published in the fourth year of William the Conqueror (A.D. 1070) as the Laws of King Edward the Confessor, is the affirmation of a rule by which questions of maritime jetison were then governed, which is not identical with the ancient Law of Rome (Digest, l. xiv. t. 11), but accords with a more modern usage, such as we find subsequently reduced into writing in the Rolls of Oleron.

The early English law-writers throw very little light upon the stages of growth and development which the English boroughs underwent during the Anglo-Saxon period. The author of the Myrrour des Justices, the best authority for that period of our law, is silent as to boroughs, and speaks only of assemblies of the hundred and of the county, in which the freemen (liberi homines) were convened by the bailliffs and by the sheriffs of

the Crown respectively, and in which they judged their neighbours according to such rules of equity as they were prepared to submit to in their own persons in similar cases. We find, however, in the laws of the early Anglo-Saxon kings traces of the English Borough-system as distinct from the system of the Hundred and of the Shire, and the Buhr-gemote or Court Leet of the borough is recognised in the laws of King Edgar by the side of the Gemote of the Hundred and the Shire-gemot. Whether the Buhr-gemote acquired its distinct organisation in the reign of that king must be matter of conjecture, but it would appear beyond doubt, that there were from this period boroughs in England in which the civil and criminal jurisdictions were complete, and where the administration of justice was entrusted to an officer of the Crown within each borough distinct from the sheriff of the county. There may, indeed, have been other boroughs in which the jurisdiction of the sheriff was continued after this period, and where the borough remained part of the shire, and this anomaly may have caused some confusion, and may have contributed to the perplexity in which the early history of the English boroughs during the Anglo-Saxon period is involved.[1]

With regard to Ipswich there is no direct record, as far as the editor is aware, of an officer of the Crown under any particular name having been established in the government of the borough during the Anglo-Saxon period; but there is a record of a town court, as already observed, having been held there before the time of William the Norman, and over this court some officer of the Crown must have presided. The title of the officer

[1] *involved*] The Crown granted occasionally a borough to an earl, and the earl appointed a reeve to collect the customs. In other boroughs, where no portreeve or boroughreeve had been appointed by the Crown, the burgesses paid their fee-farm to the sheriff, frequent instances of which practice are said to be recorded in the Pipe Rolls of King Stephen.

is of secondary importance, as the King's-Reeve is sometimes designated by the old English title of Ealderman, but is more often described by the Latin title of Præpositus. That an officer of the Crown under the latter name existed at Ipswich before the institution of elective bailliffs by King John is a legitimate inference from the language of the charter granted by that king in the second year of his reign, in which the King's borough is confirmed to the burgesses of Ipswich on condition of their paying by the year the fee-farm as accustomed into the Exchequer of the King by the hands of the Provost of Ipswich. We know also that when King Edward I. seized the liberties of the town of Ipswich into his hands, in the thirteenth year of his reign, and suspended its charter, the borough fell back under the government of a Provost appointed by the Crown.

Certain boroughs seem to have been places of strength and of commercial importance as early as in the reign of King Edgar,[1] and we find the Saxon Chronicle speaking of boroughs of which the inhabitants were sufficiently numerous to sally forth and destroy the fleets of the Danish invaders. The survey of the Conqueror, known as the Great Domesday Book, states that in the time of Edward the Confessor there were five hundred and thirty-eight burgesses in the town of Ipswich paying custom to the King, and that they held forty acres of land. Ipswich must therefore have been a borough of no mean importance in the reign of the Confessor;[2]

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[1] The Buhr in the time of King Edgar seems to have been generally a larger body than the Hundred, as it is provided in his Laws, "Let "witness be appointed to every "buhr and to every hundred. To "every buhr let there be chosen "xxxiii. as witness. To small "buhrs and hundreds xii., unless "ye desire more."

[2] Ipswich appears to have had a royal mint as early as the reign of Edgar, the successor of Edwy (959–975), and there are extant specimens of coins minted at Ipswich in the reigns of Canute and Edward the Confessor. It ceased to have a royal mint in the reign of Henry III.

and from the number of burgesses who contributed to the King's taxes and customs, it is a reasonable inference that the borough was at that time under the immediate government of a portreeve appointed by the King, such an officer, in fact, as was at the head of the government of the city of London when William the Norman granted his first charter to that city,[1] and whose duty it was to collect the King's customs and to preside over the portmotes of the burgesses. That such an officer existed at Ipswich during the Anglo-Saxon period is also probable from the fact, that there is no record of any charter having been granted to Ipswich by William the Norman or by his successor, whilst the changes introduced by Henry I. in the organisation of the town courts of Ipswich imply a pre-existing order of borough-government in that town distinct from that of the earl or of the sheriff.

The reign of Henry I. had been the commencement of an epoch of gentle transition in the way of enlarging the liberties of the English boroughs. A charter was for the first time granted by that king to the citizens of London, in which the principle of electing their governing officers was partially recognised. The charter in question granted the county of Middlesex to the citizens of London, with liberty to place whom they would of themselves to be sheriff, and also to place one of themselves to be justiciary for keeping the pleas of the Crown. The reign of King Stephen supplies no fact bearing on the liberties of the boroughs which deserves notice, but with the reign of Henry II. changes in the constitution of the governing body of the boroughs became more frequent in consequence of

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[1] *city*] A Saxon version of this charter, said to be the original, is preserved in the Guildhall of the city of London. It is printed in the Liber Custumarum, p. 504. It commences thus: "William Kyng ygret Wil-"liam Bissop and Goffrey Porte-"greve and alle burgware in Lun-"done, Francisse and Englisse, "frendliche."

the portreeves, who had been hitherto nominated by the crown, having come to exercise in many cases great oppression in collecting the king's customs. The result was that several favoured boroughs obtained from the king charters to authorise them to elect from time to time one of themselves to fill the office of portreeve. The substitution of two elective baillifs to govern the boroughs in the place of a portreeve commences with the reign of Richard I., but it is not until we arrive at the reign of King John, from which period the Great Roll of the charters commences, that the practice appears to have become generally established for the inhabitants of the boroughs in common council assembled to elect two of the more loyal and discreet men of their own body to be their bailliffs, or one of such body, as the case might be, to be their mayor. The borough of Ipswich was one of the first to partake of these enlarged privileges, and as the charters granted by King John to the English boroughs have been enrolled, there is no difficulty in ascertaining accurately from the first year of that king's reign the nature of the liberties and privileges enjoyed by the English boroughs under his grants, of which there were issued not fewer than seventy-seven during the seventeen years of his eventful reign.[1]

It would be an error, in the Editor's opinion, to suppose that the rule of the Anglo-Norman princes was injurious to the liberties of the English boroughs. Concurrently with the borough system in England there had been growing up in the northern and western parts of France a communal system, the constitution of which

[1] The term "mayor" occurs in the recital of a charter granted by King John to the citizens of London in the first year of his reign, and the term had also been used in a writ of the reign of Henry II.; but the change in the title of the governing officer of the city of London was not legally effected until a charter of King John, issued in the sixteenth year of his reign, authorised the barons of the city of London to choose for themselves every year a mayor.

was in many cases more free than that of the Anglo-Saxon boroughs. Picardy was probably the province in which "the sworn commune" (communia jurata) acquired the greatest degree of independence; but we find in Normandy the type of a commune, established under the rule of the Anglo-Norman princes, which served as a model for the communes subsequently established in the western provinces of France, which had become subject to the kings of England upon the marriage of Henry II. with Eleanor, the daughter and heiress of William, Duke of Aquitaine, and from which many elements were borrowed to be engrafted on the English borough system by King Henry II. and his successors. The formation of the Anglo-Saxon boroughs had been throughout an instinctive movement of civilisation; on the other hand, the institution of "the sworn commune" in France had originated in a movement of independence; but the wise policy of the kings of France in the thirteenth century converted "the sworn commune" also into an instrument of civilisation within their dominions, whilst the Anglo-Norman kings with similar wisdom borrowed from it the elective element of the borough magistracy, and at the same time transformed the Guild, which had been originally a personal union, into a local association, of which the members had obligations and privileges peculiar to themselves, but in harmony with those of the burgesses at large.

It is a theory of several very learned men that the Anglo-Saxon borough was originally nothing more than the Hundred surrounded with a wall and a moat. The Norman commune, of which the city of Rouen furnishes the type, gives some support to a similar hypothesis, as it consisted originally of a hundred commoners, who were peers (pares), and who elected annually from amongst themselvés a mayor and a select body of echevins and counsellors, and this rule was observed in most of the communes established in the provinces of France,

which were subject to the kings of England as dukes of Aquitaine. The Constitution for instance of the Commune of Royan,[1] which has been preserved in the same MS. with the Custumary of the Commune of Oleron, and is printed in the present volume, serves to illustrate the common features of those boroughs. M. Augustin Thierry, whose authority stands very high on all subjects connected with the communal revolution of the twelfth century in France, is of opinion that the term peers (pares) is a relic of a municipal organisation of a period antecedent to "the commune." It is a curious coincidence that the title of peer was also a distinctive appellation of those burgesses of the town of Ipswich who were entitled to vote in the Portmannesmotes and in the Common Council of the borough, but the qualification of the peerage is not explained. It would appear, however, that those burgesses only were entitled "peers and commoners" who were resident within the borough and were "at scot and lot," in other words, were equally contributing to the common expenses, and equally serving the common offices of the borough.

The origin of those expressions "scot and lot" may be traced to an institution of an earlier date than the English borough. They are terms which were appropriate to the Scandinavian Guild, with which the Anglo-Saxon settlers on the eastern coasts of Britain were perfectly familiar. Scote, or scotale, which occurs in many ancient charters, was used at a very early time to signify a contribution for drink, and in this sense we find the words scotale or scotalla,[2] employed in the Latin

[1] The town of Royan or Roan is situated on the right bank of the Gironde, near its embouchure, and is not far distant from the island of Oleron.

[2] Scotalla regalia were contributions of beer from the tenants or convassals of the king to receive their lord or his representative, and scotallum is mentioned in a document connected with the manor of South Malling, which belonged to the Archbishop of Canterbury, as a contribution from the tenants for beer to be drunk with the bedell of the Archbishop during his visitation.

statutes of various ecclesiastical Councils in the thirteenth century, which had in view to restrain the immoderate drinking which was at that time habitual at all public meetings of the free men. The Scandinavian Guild, an institution originally of the worshippers of Odin, was not merely an association for common hero-worship, and for mutual succour and defence, but also for convivial enjoyment, and its meetings were always celebrated with banquets to which each member brought a contribution in kind, and which were frequently the occasions of drinking orgies, such as have been commemorated in the pages of Tacitus as a peculiar indulgence of the Germanic tribes. The word "guild" is said by competent scholars to mean a banquet at the common expense of the banquetters. It is stated in the Saga of King Olaf,[1] that it was the practice in olden time for the Scandinavian worshippers, when they assembled in order to offer up a common sacrifice to their hero, to bring with them each his own contribution of food and drink, which was to be consumed in common during the solemnity. That contribution was in fact the "scot" of each member. But as another very important principle of the ancient Guild, which had spread gradually over the whole of Northern Germany and France, was that the members should mutually succour and defend one another, each member had to bear "lot" when called upon so to do, in other words, each member was bound to aid every brother member, and in certain cases to perform definite duties, if he was designated by the Ancient or Ealderman of the Guild to undertake them. There is no doubt that the Guild, as a brotherhood, was introduced into Britain at a very early period by the Anglo-Saxon invaders, and

[1] *King Olaf*] Erat veterum more receptum, ut cum sacrificia erant celebranda, ad templum frequenter convenirent cives omnes, ferentes secum singuli victum et commeatum, quo per sacrificiorum solemnia uterentur, singuli etiam cerevisiam, quo isti in convivio uterentur. Hist. Regis Olafi Sancti, c. xiii.

it was equally familiar to the Danes, who followed in their footsteps, and traces are to be found of guilds established in Britain during the Anglo-Saxon period in cities[1] of Roman origin, which were undoubtedly distinct bodies from the citizens at large. Some writers have gone so far as to contend that a guild was the original nucleus[2] of every borough, but there are many historical facts which cannot be reconciled with that theory. On the other hand, there is no doubt that the burgesses of many boroughs were at scot and lot together, and so far were associated on a principle analogous to the fundamental principle of the Scandinavian Guild.

The better opinion would appear to be that guilds during the Anglo-Saxon period existed in many boroughs as personal associations, and that a guild might have its ramifications beyond the limits of a single borough, and that the Anglo-Norman kings, when they introduced the elective magistracy of the Anglo-Norman communes into the English boroughs, converted the guilds into local associations by authorising the formation of one or more guilds within each borough. Such appears to have been the practice of King John, and Ipswich was an early instance of this practice, as in the charter by which King John, in the second year of his reign, confirmed to the burgesses of Ipswich the borough with all its free customs, he granted to them that they might have a Merchant's Guild and their own Hanse under the government of an Ealderman. The object of this was to enable those merchants who were of the liberty of the

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[1] *cities*] The city of Exeter supplies an instance of such a guild, the statutes of which are given in Hickesii Thesaurus Linguarum Septentrionalium, vol. i. Dissertatio Epistolaris ad Barth. Showere, p. 22.

[2] *nucleus*] A passage in Glanville rather favours the opinion of those who consider the guild to have been the nucleus of the borough. Item si quis nativus quiete per unum annum et unum diem in aliquâ villâ privilegiatâ manserit, ita quod in communiam, scilicet gyldam, tanquam civis receptus fuerit, eo ipso villenagio liberabitur. Glanville, ch. v. s. vi.

town to form themselves into a local guild, with a legal government, and it is not too much to say that the result of this change in the character of the guilds was to convert associations, which might have become hostile to the peace of the boroughs, into faithful friends and allies.

Ipswich is probably of Saxon origin, as no traces of Roman remains have been found within the circuit of the town,[1] although the district was known to the Romans, and Roman remains have been traced at several spots in the neighbourhood, on both banks of the River Orwell. The earliest historical notice of Ipswich occurs in the Saxon Chronicle under A.D. 919, when Gippeswic is stated to have been plundered by the Danes; there are also pennies extant which were minted at Ipswich, and which bear the effigy of King Edgar on the obverse side, and on the reverse the letters "Gip," the abbreviation of Gippeswic. There are likewise to be found in the records of the town traces of its Saxon institutions, in other words, that it had under the Anglo-Saxon kings its own liberties and free customs, which the Anglo-Norman sovereigns merely re-organised and confirmed. It has been already observed that the Domesday of the Conqueror states that there were in King Edward's time five hundred and thirty-eight burgesses in Ipswich paying custom to the King, but that in the Conqueror's time there were only one hundred and ten burgesses who paid custom, and one hundred poor burgesses who were not able to pay to the tax of the King, except one penny *in capite.* It would be reasonable to suppose that the latter class of burgesses who were unable to contribute their scot towards the king's custom would not be regarded as the equals of those who paid the custom, and that the term "peers," which may have

[1] Memorials of the Ancient Town of Ipswich, by John Wodderspoon. Ipswich and London, 1850, p. 37.

been originally the common designation of all the members of a free borough constituted on the principle of every member contributing equally to its support, came by degrees to be a term of distinction between those who were able and those who were unable to keep up that contribution. Thus we find after the custom of the king had been commuted for an annual fee farm, that it was ordained by a resolution of the baillifis and the coroners and all the capital portmen of Ipswich, that no burgess of the said town should be quit of custom within the same town for his merchandises, if he be a merchant, unless he be at lot and scot in the common aids and businesses of the town, and the Domesday, which was drawn up shortly after this ordinance, describes the peers and commoners as those burgesses who were at lot and scot within the borough.

Under the charter of King John, granted in the second year of his reign,[1] the governing body of the borough of Ipswich consisted, as far as the Crown was concerned, of two elective bailliffs, whose office it was to collect the custom of the borough and to pay the fee-farm into the king's exchequer, and of four elective coroners, whose duty it was to keep the pleas of the Crown, and to see that the governors of the borough behaved justly and lawfully towards the poor as well as the rich. But it appears from a Roll, called the Bailliff's Roll, compiled soon after the charter was granted, that after the Common Council of the town of Ipswich in pursuance of the

[1] The regnal years of King John, as observed in a note to vol. i. p. xlix., were computed from Ascension day A.D. 1199. The charter was granted to Ipswich on the 25th of May, which was in the second year of his reign, as the first year of his reign ended on the 17th May, being the eve of Ascension day A.D. 1200. The charter was dated from Roche Orival in Normandy, and is printed in Sir T. D. Hardy's Collection of Charter Rolls, 1833. Wodderspoon in his Memorials of Ipswich gives an English translation of the charter, with an erroneous date, "Given at Gold Cliff, 25th "May, in the first year of our "reign," there being no such day of the month in the first year of King John's reign.

king's charter had elected their bailliffs and their coroners, they proceeded to ordain that there should hereafter be in the said borough twelve capital portmen, sworn in the manner as they were in other free boroughs of England, who should have full power for themselves and the whole town to govern and maintain the borough and all its liberties, and to render the judgments of the town, and to ordain and do all things in the same borough which ought to be done for the state and honour of the town. The burgesses thereupon proceeded to elect twelve "capital portmen," and granted to them for the labour which they should bestow on the commonalty the Olderholm meadow for the support of their horses,[1] but no clew is furnished by this Roll as to the precise character of the magistracy, which, prior to the institution of the twelve capital portmen, rendered the judgments of the town. As soon, however, as the twelve capital portmen were elected, they caused the whole of the townsfolk to stretch their hands towards the Book, and with one voice solemnly to swear "that from "henceforth they would be obedient, intending, con- "sulting, and aiding to their bailiffs, coroners, and all "and every aforesaid capital portmen, with their persons "and chattels, to preserve and maintain the aforesaid "town of Ipswich, and the new charter thereof, and the "honour and all the liberties and free customs of the "same town in all places against whomsoever, saving "nevertheless to the Lord the King, and his royal "prerogative, all things according to their power in "manner as justly and reasonably they ought to do." This is one of the instances of the remarkable system of adjustment between antagonistic principles, which is the characteristic of English political institutions. We have

[1] *horses*] "This land was in later time known by the name of "Port- "men's Walks," and was enjoyed by the portmen, until the portmen and their privileges were abolished by 5 & 6 William IV. c. 76, by which statute most of the ancient charters of the boroughs were repealed.

here the substance of the "sworn commune" of France, with its own elective magistrates administering justice on all questions of civil right between the burgesses themselves and between the burgesses and strangers within the borough, according to the free customs of the borough; on the other hand, in criminal matters, the king's law was affirmed, and special officers were elected by the burgesses themselves from amongsst their own body to administer that law.

The recognition in King John's Charter of the free customs of the borough of Ipswich, as the law according to which right was to be done to the burgesses in respect of their tenures and lands and other property within the borough, is an interesting fact in the history of English law, as shewing that Custom was regarded in England in the twelfth century as the principal and primary source of Right, and that the autonomy of the inhabitants of the free boroughs was respected by the Anglo-Norman kings. The loss of the Domesdays of the English boroughs, if indeed they are actually lost beyond recovery, is on this account much to be regretted, inasmuch as they were not merely historical records of the civil life of the burgher class at a particular period, but the fragments of them, which have been occasionally made public in local histories, warrant the belief that they would clearly shew that the boroughs were the nurseries of the civil liberties of Englishmen, and that the spirit and principle of the Common Law of England pervaded their early customs.

France has not been more fortunate than England as regards the records of her ancient local customs, for the French Coutumiers, which were drawn up in the fifteenth and sixteenth centuries by order of King Charles VII. and his successors, are works of a very different kind from the Domesdays of the English boroughs, and they belong to the post-feudal period. There were indeed in France Coutumiers of a much more ancient date than those which have been collected

in "Le Nouveau Goutumier Général," but the majority of those, which have been preserved, are for the most part scientific compilations, drawn up by magistrates or jurists practically skilled in the customs of certain districts, and their works had no proper authority, except what they derived from the fact that the rules which they laid down in given cases were in conformity with that, which the inhabitants of each district knew by experience to be the custom. To this class belong such works as Le Conseil de Pierre de Fontaines, and Les Coutumes de Beauvoisis by Philippe de Beaumanoir, to which may be added Le Grand Coutumier de Normandie, the author of which work is unknown. But there was also another class of Coutumiers in France, which Jean Bouteiller, the author of La Somme Rurale,[1] a work of the fifteenth century, has designated as "Le livre coustumier du Greffe du lieu." These were collections of customs which had been approved by the judgments of a court, and had been recorded by the scribe or registrar of the court in the form of memoranda. These registers, however, were not books of authority like the Domesdays of the English boroughs, and our knowledge of their existence is due to the compilers of Le Nouveau Coutumier Général, who have noticed them from time to time in their procès-verbaux. The Editor, who cannot pretend to more than a cursory acquaintance with the general and local Coutumes of France, and who is indebted to the works of modern French jurists for information as to the contents of several Coutumiers to which he has not had access, ventures to remark that none of the ancient French Coutumiers, as far as he is aware, is of precisely the same character as the Coutumier of the Commune of Oleron, and that the latter work has so great an affinity to the Domesdays of the English boroughs, that its

[1] La Somme Rurale, ou Le Grand Coutumier Général de Pratique, edité par Charondas. Paris, 1621. Lib. i. tit. ii. "Qu'est Cour Laye."

authors may be presumed to have been familiar with their existence, and with the circumstances under which the English Domesdays were compiled. This will appear to be by no means an improbable supposition on a comparison of the works themselves, and it has been observed by M. Camus[1] and other French jurists, that many of the ancient usages of Normandy were introduced into that country from England during the period when both countries were under the dominion of the same princes, and Le Grand Coutumier de Normandie has been cited by some writers as furnishing proof of the same fact. The Editor, however, makes the above observation subject to correction by French jurists, for there may still be forthcoming from French archives other local Coutumiers, which have been overlooked or neglected, of a character similar to the Coutumier of the Commune of Oleron.

Amongst the published Coutumiers of France, there is one which deserves notice, as being of an exceptional character, and as being in point of time nearly contemporaneous with the Coutumier of the Commune of Oleron. This work is entitled "Li Droict et Li Coustumes de "Champagne et Brié, que le Roys Thiebaulx establi."[2] The scheme of this compilation is totally different from that of the works of the same period to which reference has been already made, as having been compiled by magistrates or jurists practically skilled in the customs of certain localities. It is in fact a compilation of judgments, customs, and usages. It commences with a judgment rendered by Thibaulx,[3] Count Palatine of

[1] Camus. Lettres sur la Profession d'Avocat, edited by M. Dupin. Paris, 1818. Tom. i. p. 73.

[2] Le Nouveau Coutumier Général, tom. iii. p. 209.

[3] Thibaulx, Count of Champagne and Brié, married in 1229 Blanche, daughter of Sanchez VI. of Navarre, and in 1234 became King of Navarre. His great grand-daughter Jeanne intermarried with Philip le Bel of France, and by her marriage united the kingdom of Navarre and the counties of Champagne and Brié to the kingdom of France.

Champagne and Brié, with the consent and advice of his barons and chatelains, assembled in council on Christmas-day A.D. 1224. The judgment itself was rendered on a question which had arisen between the male children of certain of the count's feudatories as to their respective rights of inheritance to their fathers' lands. This judgment is contained in the first article of the Coutumier, and it is followed by sixty-five articles, thirty-four of which recite customs, and commence with the words, "Il est coutume en Champagne," and in each article evidence of the custom is supplied by reference to a judgment in affirmance of it. Twenty-three other articles recite usages, and commence with the words, "Encore use len in Champagne," whilst the remaining articles contain judgments. The Coutumier of Champagne and Brié is in this respect a valuable document, as it illustrates the method by which certain portions of the fabric of modern law were built up amongst the landholders in France in the early stages of the feudal system,[1] whilst the Coutumier of the Commune of Oleron is no less valuable as shewing how the inhabitants of the towns in France at a later stage of the same system contributed their share to the same fabric of law by placing formally on record the customs to which their new social relations had given rise, and which were essential to be observed, in order that those relations should be maintained. The burghers, equally as the barons, asserted in their turn, their right to receive no laws except from themselves and their peers, and it is a curious circumstance that the legal records of a period, which as regards the autonomy of the towns ought to be most precious to the friends of liberty and social order in France, should have been allowed to perish,

[1] *feudal system*] The custom of every fief was as sacred in the early stages of the feudal system as the custom of every commune at a later period, and the lord was bound to govern his vassals according to their customs, upon which no innovation could be legally made without their consent.

or are permitted to remain unnoticed in the obscurity of local archives. It does not appear from what quarter Mr. Douce obtained the MS. in which the Coustoms of the Commune of Oleron are recorded, or how it came to be preserved; but the fact of its existence justifies a search after similar documents, and it would appear from M. Henri Klimath's "Mémoire sur les Monuments "inédits de l'Histoire du Droit Français au moyen "age," that there are many libraries and archives both in Paris and in the Departments, which are rich in legal MSS., and have not yet been explored with becoming care.

The Editor has been unable, after a careful examination of such documents as are at present *publici juris*, to satisfy himself as to the precise period at which a commune was established at Oleron, but it appears to him probable that it was established in the reign of Henry II. of England. The earliest charter recorded in any collection of public documents, in which the existence of a commune is recognised at Oleron, was granted by Queen Eleanor, the widow of Henry II., immediately on the accession of her son John to the throne of England upon the death of his elder brother, Richard I. The charter of the Queen Mother was almost immediately followed by another charter granted by King John himself to the burghers of Oleron. Both these charters are published in Rymer's Collection (A.D. 1199), and the charter of King John is the earliest charter having reference to Oleron that is to be found on the Charter Rolls. King John announces by this Charter that he has granted, and by his present Charter confirms, to his dear and faithful burgesses of Oleron, that they may have a commune in Oleron with all the liberties and free customs appertaining to a commune. The Charter concludes by confirming all the liberties and free customs throughout the king's dominions which the burgesses of Oleron enjoy or may have been accus-

tomed to enjoy, and as the Charter of Queen Eleanor, our mother, testifies. This Charter is so worded that if it stood alone, it might be taken to imply that King John, as Duke of Aquitaine, was granting to the burghers of Oleron permission for the first time for them to have a commune; but such a construction would be inconsistent with the language of the previous charter of the Queen Mother, in which she announced that she had confirmed to her dear and faithful jurats at large (universis juratis) of the Commune of Oleron, and to their heirs, the perpetual solidity and inviolable security of their commune at Oleron (communiæ suæ apud Oleronem), that they may the better defend her and their just rights. The object which Queen Eleanor had in view in granting this charter was to secure the allegiance of the men of Oleron to King John in the war, in which he found himself engaged immediately on his accession to the throne, against Philip Augustus of France, who had espoused the cause of Arthur of Britanny against his uncle. Prince Arthur had a primâ facie case of preferential right to the throne of England and to the duchies of Normandy and of Aquitaine against his uncle John, as being the son of his elder brother Godfrey; and on the death of his uncle, Richard I., he at once betook himself to the court of Philip Augustus, the paramount lord of the duchies, and obtained his assistance to make good his claim. The Queen Mother, on the other hand, who was one of the most extraordinary women of her epoch, and who had at that time nearly reached her eightieth year, and who detested the mother of Prince Arthur, supported with her utmost energy the cause of her younger son John against his nephew; and she at once passed over into Aquitaine, and by her personal authority, as heiress of Duke William, and by her consummate address secured without difficulty the allegiance of the chief vassals and of the principal towns of Poitou and Saintonge, and in recog-

nition of their loyalty granted to them charters confirming to the burgesses of those towns the enjoyment of their communes. The direct evidence as regards the existence of a commune at Oleron, which is accessible to the Editor, goes no further back than the charter of Queen Eleanor (A.D. 1199); but it is to be inferred from the language of her charter that a commune was in existence at Oleron before she issued her charter. It is also to be inferred from another charter granted by the same Queen to the men of Oleron, which is in Rymer's Collection,[1] that King Henry II. had during his lifetime granted or confirmed to the men of Oleron certain liberties and customs, but what those liberties and customs were does not appear on the face of the Queen's charter. Some light, however, may be thrown upon this question by the contents of a series of charters granted by King Henry II. and his successors to the neighbouring town of Rochelle (Rupellæ). It is fortunate for the history of the boroughs of England that it was the practice for the kings of England to issue charters of "Inspeximus" from time to time, in which the earlier charters granted by their predecessors were fully recited, whereby, although the earlier charters have in substance perished, a legal record of their contents has in many cases been preserved. The same good fortune has attended several of the communes of France, and amongst others the town of Rochelle, an immediate neighbour of Oleron, to which a charter of "Inspeximus" was issued by Louis VIII. of France, in A.D. 1224. This charter[2] recites, in the first place, a charter of Richard I. of England, granting to the men of Rochelle liberty to dispose of their property by will, and to give away freely their sons and daughters in marriage; and in the second place, a charter of King

[1] Rymer's Fœdera, tom. i. aº. 1199.

[2] Ordonnances des Rois de France, tom. xi. p. 318.

John of England, granting to the burgesses of Rochelle that they may have a commune. This charter bears date the eighth day of July, in the first year of the reign of King John, which is six days prior to the date of the earliest charter recorded in the Charter Rolls, as published by the Record Commissioners. Two other charters of King John are next recited, which were granted to the prud'hommes of Rochelle in the sixth year of his reign; and in the fifth place comes a charter, also issued by King John in the seventh year of his reign, in which he confirms to the faithful men of Rochelle all the liberties and free customs granted to them by his father King Henry, his brother King Richard, and his mother Queen Eleanor. After these recitals, the charter of Louis VIII. proceeds to confirm to the burgesses of Rochelle all the grants, liberties, and customs which they have heretofore enjoyed in the times of King Henry, of King Richard, of King John, and of Queen Eleanor. Upon the face of the charter of Louis VIII. it might readily be supposed that King John was the first of the dukes of Aquitaine who had granted a commune to the burgesses of Rochelle, and that the charter granted to them by King Richard I. was a preliminary charter of a similar kind to that which was granted to the men of Oleron by Otho of Saxony, and which is recorded by Leibnitz. But in the "Discours au Roi sur la Ville de Rochelle"[1] the charters of King Henry II. and Queen Eleanor are set out at length, and it appears from the charter of King Henry II., which was granted by him after his marriage with Eleanor, the heiress of William, Duke of Aquitaine, that in the first place he confirmed to the burgesses of Rochelle all the liberties and free customs which Duke William, as Count of Poitou, had granted to them; and in the second

[1] Cited in a note to the charter, as published at Paris in A.D. 1669.

place he granted in express terms to them that they might have a commune (ut habent communiam ad defensionem et securitatem villæ suæ et rerum suarum, salva fide mea et Domini Pictavii hæredis mei, quamdiu eam rationabiliter tractaverint). On the other hand, the charter of Queen Eleanor granted to the faithful men of Rochelle and their heirs a sworn commune (communiam juratam ut tam nostra quam sua propria jura melius defendere possint). This charter is drawn up in the same terms with that which Queen Eleanor granted to the jurats of Oleron, and which is published by Rymer. Neither of these charters, however, are conclusive as to the earliest time when the men of Rochelle were placed in the enjoyment of communal rights, but they carry those rights back to the reign of Henry II., and there are reasonable grounds for believing, that although the sworn commune was introduced into many towns in the northern parts of France in the latter part of the eleventh century, the constitution of the Anglo-Norman commune did not supersede the ancient municipal institutions in the maritime towns of Guienne and of Gascony until after the duchy of Aquitaine had been united with the duchy of Normandy in the person of King Henry II. of England. The analogy of the charters of Oleron with those of Rochelle is so close, that coupled with the maritime importance of Oleron, it well warrants the supposition that the men of Oleron did not lag behind the men of Rochelle in their struggle to obtain communal rights.

Nothing is said in the charters of Queen Eleanor and of King John respecting the constitution of the Commune of Oleron, nor was it usual in royal charters, which purported to grant or to confirm communal rights, to specify the precise nature of those rights, further than to state in some cases that the new commune was to be constituted after the model of some other existing commune. Thus we meet with a charter

granted at a somewhat later period to the men of the island of Ré, that they should have a commune after the model of the Roll of Oleron (secundum formam rotuli Oleronis).[1] It may, however, be gathered from the Coutumier of the Commune of Oleron, that the magistracy of the commune consisted of a mayor, a pro-mayor, echevins, and prud'hommes, as all those officers are mentioned specially in it. Jurats (juréz) are also mentioned in Chapter XL., but the title of jurats is of ambiguous import. It was a title in use in many of the ancient municipalities of the south of France before "the sworn commune" came into existence, and it was a title retained in the constitution of many communes, more particularly in the communes organised after the Anglo-Norman model; but in these latter communes the title was used sometimes to denote the twenty-four echevins and counsellors, who with the mayor formed the executive magistracy within the commune, whilst at other times it was applied to the whole body of the hundred peers (pares), who were the real constituency of the Anglo-Norman commune, and formed its Common Council.

The Anglo-Norman commune, of which the Commune of Rouen was the type, was adopted as a model by the majority of the towns in Poitou and Saintonge, owing partly to the fact of those towns being under the immediate sovereignty of the Anglo-Norman princes, and partly to the intercourse which was kept up by sea between the maritime towns of Aquitaine and of Normandy; and although in some of the towns in the western parts of Gascony, the change which was effected in their government during the thirteenth century consisted simply in the introduction of the office of mayor

[1] M. Pardessus, tom. iv. p. 229, quotes this charter, as granted by King Henry III. of England in A.D. 1242, from an unpublished MS. in the Bibliothèque Royale (now Nationale) in Paris amongst the collections of Brequigny.

and in the association of the mayor with the consuls, or with the jurats, as the case might be, of the ancient municipalities, in others, amongst which Bayonne may be particularly mentioned, the Anglo-Norman commune superseded altogether the ancient municipality. Thus we find established at Bayonne in A.D. 1215,[1] a commune, which consisted of a mayor, a pro-mayor, twelve echevins, and twelve consellors, and sixty-five peers, precisely as in the town of Royan on the north bank of the Gironde, of which the constitution is set forth in the present volume. That the constitution of the various communes was independent of their charters and self-organized admits of no dispute, and although the charters granted by Queen Eleanor and King John to the towns of Poitou and of Saintonge were identical in their language, this identity was consistent with substantial differences in the constitution of particular communes; as for instance, in the city of Saintes, the chief town of Saintonge, and the see of a bishop, to which a charter was granted by Queen Eleanor in identical terms with the charter granted to the burghers of Oleron, the government was in the hands of two bailiffs instead of a mayor, whilst the remaining officers of the commune were only twenty-four in number, part of whom were styled "echevins," and the other part "pairs."

The term peers does not occur in the Coutumier of the Commune of Oleron. This may be an accidental circumstance. A provost is mentioned by name as well as a seneschal. The former appears to have been an officer of the duchy of Aquitaine, and it was his duty to enforce the criminal law within the commune

[1] According to the terms of a charter of A.D. 1215, cited by M. Augustin Thierry in his Histoire du Tiers Etat. This charter is not found amongst the charters of King John recorded in the Charter Rolls. There is, however, a charter of 24th May A.D. 1200, in that collection, from which it appears that Bayonne at that time was a municipality governed by consuls.

(ch. xli.) upon sentence by the mayor. It would also appear to have been one of the functions of the provost to collect on behalf of the duchy the dues payable on salt and other products of the island. Such at least appears to have been the practice under the lordship of Richard I. of England, when Don Pedro Dorz was provost of Oleron (ch. xxii.) The seneschal had a wider sphere of action, and his authority was coextensive with the province of Saintonge. Mention is also made in the Coutumier of a college of four lords (Seigneurs), who appear to have exercised manorial jurisdiction over all the lands within the island of Oleron before the commune was established, but their jurisdiction within the commune after its institution had been superseded by that of the mayor. They appear, however, to have retained some portion of their manorial rights, and continued to exercise jurisdiction in matters of chief-rents payable on account of rural fiefs beyond the limits of the commune, and in all disputes between the holders of such fiefs. There were also certain duties which the four lords were still entitled to discharge within the commune on occasions when the wager of batel was allowed, and for these duties they received certain perquisites.

At what precise period the Coutumier was drawn up does not appear directly from any part of its contents. The MS. itself would appear to have been completed on Feb. 10, A.D. 1344, as there is a paragraph to that effect at the end of the volume, but the Coutumier itself may have been drawn up at an earlier period. That it was not drawn up before the reign of Edward I. may be regarded as almost certain, as mention is made of an alteration having been made in the law of succession to dowry land within the commune by Helias de Fors, Bishop of Saintes, with the consent of the prud'hommes of the commune (ch. xiv.). There is some uncertainty as to the precise period of

the episcopate of Helias de Fors. but it ranges between A.D. 1265 and A.D. 1275, and Edward I. succeeded to the throne of England in A.D. 1272. There is, however, other evidence in the Coutumier connected with the Law of the Sea as administered in the Mayor's Court in cases of jetison of cargo, which renders it probable that the Coutumier was compiled some time after a remarkable judgment had been rendered on that subject by King Edward I. in the twelfth year of his reign (A.D. 1285).[1] A complaint appears to have been made in that year to the king by the barons of the Cinque Ports of England, that the merchants of Gascony, as well as those of England, Wales, and Ireland, were in the habit of compelling the barons of the Cinque Ports and other owners of English merchant vessels in cases of jetison of cargo to contribute pro ratâ according to the value of their vessels, and of the apparel and stores of their vessels, as well as of the wines or merchandise which the master and crew might have on board. The king on this occasion, having heard the reply of the merchants, ordained that in future such contribution should not be required from the owners of the vessels on account of the vessels themselves, or of their apparel and stores, or of any goods taken on board for the use of the crew, but only on account of such goods as the master and crew might have on board as merchandise, and on account of any other merchandise on board. It may be presumed from this complaint that up to A.D. 1285, the Roman law of contribution[2] had been enforced in the ports of the duchy of Aquitaine against the owners of British merchant ships in cases of jetison of cargo; but it appears on reference to the Coutumier (ch. lxxxvii.), that a judgment is recorded there as having been given in the Mayor's Court at

[1] The Liber Albus of the City of London, p. 490. Rymer's Fœdera, A.D. 1285.

[2] Itaque dominum etiam navis pro portione obligatum esse. Fr. 2. Paulus ad edictum, l. xxxiv.

Oleron in a case of jetison of cargo, which is in conformity with the ordinance of King Edward I. It is not an unreasonable conclusion from this fact, coupled with the further circumstance that, when the Rolls of Oleron were compiled, a different rule of judgment was upheld,[1] that the judgment in the Mayor's Court, which is recorded in the Coutumier, was subsequent in point of time to the ordinance of King Edward I., and was governed by it.

There is another provision in the Coutumier which deserves notice, as it points to the early years of the reign of King Edward II. as the probable period of its compilation. This provision has reference to the conditions upon which persons of the Jewish race were allowed to pass to or from the island of Oleron, namely, on payment of a toll of four deniers by each Jew and by each Jewess, which in the case of a Jewess who was pregnant was raised to eight deniers. A most extraordinary punishment was inflicted upon this unfortunate race, if they attempted to quit the island without paying the toll. Each Jew and each Jewess was to be secured by a rope bound round their waists under their arms, and to be plunged into the sea until they were all but drowned, and if the Jewess was pregnant, she was to undergo the punishment a second time. This peculiar form of punishment was adopted in the case of Jews for this reason, amongst others, that although they were tolerated in France, they were still in the condition of serfs in most of the provinces, and it would have been considered to be a violation of the comity due to their lords for the magistrates of the Commune of Oleron to mutilate them, or to spoil them of their goods for non-compliance with the law.[2] It remained therefore to

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[1] Article viii., Black Book of Admiralty, tom. i. p. 96.

[2] Brussel, Usage Général des Fiefs en France, tom. i. l. ii. ch. xxxix.

inflict upon them the utmost personal suffering which would be consistent with the safety of life and limb, and although the punishment has a barbarous sound in the 19th century, it was merciful in comparison with the sufferings which the Jewish race had to undergo elsewhere at about the same period. They were indeed a people downtrodden by the Christian races, both in France and in England, in the 13th and 14th centuries. They were alternately petted and plundered by covetous sovereigns, they were banished and recalled again and again at the cry of the bigoted populace of the great towns,[1] they were massacred in the country by fanatical peasants, and were tortured in the solitude of lordly dungeons by prelates of the church. Rome[2] even had to intercede at times to mitigate the fury of their enemies, and the reign of Edward II. formed no exception to the general rule, although occasionally there was a lull in the storm. They had been allowed to return to the dominions of the kings of France at the commencement of the 14th century, but a general sentence of banishment had been again issued against them by Philip III. in A.D. 1306. In Gascony on the other hand, and in the other provinces of France subject to the kings of England as dukes of Aquitaine, they were tolerated in the early part of the 14th century, but in A.D. 1314 a letter was addressed to the seneschal of Gascony by King Edward II., commanding him to drive all the Jews into banishment. The Editor is disposed to refer the compilation of the Coutumier to a period shortly prior to A.D. 1314. There is evidence that about this time a passing toll of the same amount, namely four deniers on each Jew and on each Jewess, which was raised to eight deniers in the case of a pregnant Jewess,

[1] Ordonnances des Rois de France, tom. xv. Lettre de Louis X., A.D. 1316, p. 271.

[2] Raynold, ad annum 1348, cited by Depping.

was levied in Dauphiny,[1] which at that time had not been incorporated into the dominions of the crown of France. This period further recommends itself to our acceptance as the epoch of the compilation of the Coutumier from this circumstance, that in A.D. 1320 swarms of religious fanatics, termed Les Pastoureaux, were sweeping everything before them in the south of France, and were destroying the Jewish communities in the towns of Gascony and of Guienne. It was on occasion of the massacres committed by these fanatical peasants that Edward II. of England addressed another letter to the Seneschal of Gascony in A.D. 1321, claiming for himself in right of his duchy of Aquitaine the goods of the slaughtered Jews, and directing him to confiscate them. From this period down to A.D. 1344, before which latter year the MS. was undoubtedly written, there is hardly any epoch to which the provisions of the Coutumier (ch. lxxv.) as to the admission of Jews into Oleron would be applicable, and it would have been idle to insert into the Coutumier such a chapter as the expression of the law, if at the time when the Coutumier was compiled no Jew or Jewess was by law permitted to enter or to remain in Oleron.

It is not, however, from the point of view of civil liberty solely that the Editor considers that the Domesday of Ipswich and the Coutumier of Oleron are of sufficient interest to warrant their publication, as throwing light upon the growth of Modern Law; he has thought that there were materials in both compilations, which elucidate certain important questions, with reference to the administration of the Law Maritime in Europe at a period respecting which we have nothing but fragmentary

[1] M. Depping in his Essai sur Les Juifs dans le Moyen Age, p. 256, cites a table of he tolls levied upon the Jews in Dauphiny, from Valbonais, Histoire de Dauphiné, tom. i. Preuves C.C.

notices, the true meaning of which is not always clear, and the authenticity of which has been in some cases matter of dispute. The name of Oleron is famous in the history of the Law Maritime, but it has been sometimes asserted that the maritime judgments which bear that name, have no rightful title to it, excepting so far as the rules laid down therein may have been observed by the mariners of Oleron in common with other seafaring men. It has also been matter of dispute whether the tradition which couples with the name of King Richard I. the introduction of the Judgments of Oleron into England, as rules for the decision of maritime causes, rests on any solid foundation. The Domesdays of the English maritime boroughs are so far valuable as they disclose to us the existence of borough courts in England at a very early period administering a customary Law of the Sea to passing mariners, and the Domesday of Ipswich helps to carry back our knowledge of this practice to a period almost contemporaneous with the reign of Richard I. So far there is unimpeachable evidence that before the Admiral's jurisdiction was established in England, and the decision of questions of contract and tort on the high seas was assigned to the Admiral's Court, there were courts in England whose province it was to administer a common Law Marine to foreign equally as to British merchants and mariners. The Coutumier of the Commune of Oleron enlarges our knowledge of the subject, for it reveals to us the fact, not merely that there was a court at Oleron which administered the Law Maritime, and that its judgments were considered by the prud'-hommes of the commune to be of such importance that they were placed by them on record amongst the good judgments and the good customs and the good usages of their ancestors, but that mariners of other countries were in the habit of resorting to the court at Oleron for the sake of obtaining its judgment upon their disputes. It may be that the tribunal which decided such disputes

at the time when the Coutumier was drawn up, was not identical in name or in form with the tribunal of which the judgments are recorded in the Rolls of Oleron, but whether the Rolls contain the judgments of a tribunal of prud'hommes of the sea, or the judgments of the court of the mayor of the commune, is a question of secondary importance. There is indeed some faint light thrown upon this question by the title of a MS. of the Rolls of Oleron, which forms part of Sir Robert Cotton's bequest to the British Museum. The MS. Cotton, Nero, A. VI., which is on vellum, and of the 14th century, contains 39 treatises, the thirtieth of which is entitled, " La Copie des Roules de Oleron et des jugemens du " Mair," and there can be no doubt that the writer of the MS., and the compiler of the Cotton Catalogue, in which the word "mair" is written "mayor," considered that he was transcribing the judgments of the Mayor's Court at Oleron. The Coutumier of the Commune of Oleron (ch. lxxxvii.) has further recorded the fact that Breton merchants and mariners had frequent recourse to the Mayor's Court at Oleron for the settlement of their disputes on maritime questions, and this fact has a peculiar significance, as it is in a collection of Breton customs and Breton laws, published in Paris in 1480, of which a copy is preserved in the public library of Nantes, that the original Rolls of Oleron are found to have been first printed in France, and that Le Grant Routier de la Mer, in which the enlarged version of the Rolls was for the first time printed, has the Customs of the Duchy of Britanny prefixed to those Rolls.

Growth of Modern Maritime Law.

The Law of the Sea has been from the earliest times exceptional to the Law of the Land. No nation has ever claimed to exercise jurisdiction over the open sea on the ground of exclusive possession. The sea has thus been exempt from legislation in the sense of the word, in which it is said to impose upon a subject the will of a superior power. On the other hand, the sea has been used from time immemorial by the vessels of all nations, in the absence of a common superior, on terms of equality, without let or hindrance from one another, or where such let or hindrance has been attempted, it has been successfully resisted and put down. The exercise of this use of the sea, enjoyed without dispute or successfully maintained against dispute, came to be regarded after a sufficient lapse of time as a common right of all mankind. Concurrently with this right a certain manner of acting towards one another on the part of seafaring men, when they met on the High Seas, grew up into a custom, the origin of which is hidden in the darkness of a remote antiquity, as it was insensibly formed by a repetition of certain acts, which met a common want and reconciled in a simple and equitable manner interests, which threatened at first to conflict with one another. But custom alone could not provide for new wants as they arose, nor meet the exigencies of new conditions of things. Hence it became necessary, where maritime disputes arose, for the parties to appeal to the judgment of men experienced in maritime matters, who had a personal knowledge of the custom of the sea, and from their experience were able, when the custom did not precisely meet the case, to do justice between the parties according to the spirit of the custom. This necessity led to the institution of maritime tribunals distinct from the tribunals which

decided questions of right according to the custom of the land; and it is an interesting problem whether in the northern states of Europe, where the traditions of the Roman law were in the ninth and tenth centuries very faint and in some cases obliterated, such tribunals were originally of a voluntary character, or were organised by the same authority, which made provision for the administration of the custom of the land amongst the free people of the country. In the southern states of Europe, where the traditions of the Roman law had always been preserved, although the law underwent considerable modifications upon the downfall of the Roman empire, and the tribunals had to be adapted to the more free condition of life which the Germanic tribes introduced into Italy and Spain, there is every reason to believe that the elevation of the prud'hommes (probi homines) to a seat by the side of the judge[1] was not confined to civil disputes in which the Law of the Land was in question, but was practised in the case of maritime contracts and torts, which had to be decided by the Law of the Sea, and that the traditions of the Law of the Sea were thus preserved by the oral record of nautical men, who were elected to take part with the municipal judge in the determination of maritime questions. Writing was at that time by no means of the essence of the Law of the Sea, which was proved by the oral testimony of men skilled in the custom of the sea, just as we find that the custom of the land was in the eleventh and twelfth centuries proved by the living voice of the peers of the parties (judicium parium), chosen from those who were best versed in the custom,

[1] The Codex Utinensis, printed by Canciani under the title of Lex Romana, which according to Savigny was a recasting of the Breviarium Aniani for the use of the Lombards, supplies ample evidence of the changes which the tribunals had undergone, after the Theodosian Code had been adopted by the Visigoths in Spain. Cf. Waltheri Corpus Juris Germanici Antiqui. Berolini, 1824. Tom. iii. p. 691–755.

or had been present at the settlement of disputes in previous cases of a like nature.

Various causes combined to account for the decisions of the maritime tribunals not being reduced into writing before the twelfth century. In the first place, the subject matter of maritime disputes was foreign to the learning of ecclesiastics, and there is reason to believe that the proceedings in maritime questions were carried on at an earlier period in a tongue (lingua franca) which was not familiar to the clergy, nor identical with the languages of the documents which they were accustomed to draw up. But by degrees, as disputes in maritime matters multiplied with the increase of maritime commerce, the want of a written record of such decisions was felt, and after the Crusades had contributed to familiarise the clergy with the habits of seafaring men, and incidentally with the customs of the sea, clerks were readily found able to reduce into writing the decisions of the maritime tribunals and to record them in Rolls, so that if on occasions persons qualified by experience to attest the custom of the sea were not at hand, the record of a previous judgment in point might be available to guide the conscience of the prud'hommes in advising the judge, and to assist the judge in maintaining an uniformity of decision. One instance may be cited in illustration of the arduous duties in matters of naval administration, which ecclesiastics of high station were induced to undertake under the influence of the religious enthusiasm kindled by the fourth Crusade. The Archbishop of Auch[1] (the Primate of Aquitaine) and the Bishop of Bayonne, one of his suffragans, did not shrink from undertaking the command of King Richard's fleet and discharging the duties of chief justiciaries in naval matters, with the assistance of three nautical colleagues; of whom one was a native of Oleron, William de Forz,

[1] Chronica Ricardi de Hoveden. London, 1870. Tom. iii. p. 30. The majority of English writers have erroneously described this archbishop, as the Archbishop of Aix.

afterwards created Earl of Albemarle. Other ecclesiastics in high office might be mentioned who were distinguished in the reigns of the three Edwards[1] as persons of authority on questions of maritime law, and who took part in its administration, and amongst them the three justiciaries of the king may be cited, to whom Edward III. in the twelfth year of his reign referred the decision of the question, as to what laws and ordinances were proper to be observed by his courts in maritime matters, and whose names are recorded in the famous Roll of 12 Edward III., in which there is the earliest mention of Le Ley Olyroun in connexion with the return of Richard I. from the Holy Land. It would probably sound strange to the ears of laymen in modern times if the Roll were read aloud, as it announces that the three judges, who were to certify the king in Chancery on the subject of the maritime laws proper to be enforced in his courts, were Adam Murymuth, the Official of the Court of Canterbury, Richard de Chadderley, the Dean of the Arches Church of St. Mary, and Henry de Eddesworth, Canon of Saint Paul's Cathedral. It was a noble tradition of law which these distinguished ecclesiastics handed down to their successors, and it was faithfully maintained by the College of Doctors of Civil Law under the shade of St. Paul's Cathedral, until the Parliament of Great Britain was pleased to divest them of their trust and to transfer it to other hands.

Sir Henry Maine, in his work on Ancient Law, has called attention to the fact that the historical development of Law is at variance with the modern philosophical theory, and that in the Homeric periods judgments (θέμιστες) rendered on a state of facts appear to have been the only sources of law, whilst custom (νόμος), in the sense of law, is not once mentioned in the Homeric

[1] William Wrotham, Archdeacon of Taunton, had the management of the king's navy, under the title of the Keeper of the King's Ships, during the reign of King John; and Friar Thomas of the Temple was the Keeper of the King's Great Ship in Henry III.'s reign.

poems.[1] Whatever may be the true explanation of the latter circumstance, there can be no doubt that the history of Modern Law forms no exception to the maxim that history repeats itself, and by Modern Law the Editor means the various systems of law in Europe, of which the foundations are to be discovered in the free institutions of the Teutonic races. The dawn of Modern Law in western Europe was ushered in by judgments in like manner as the dawn of Ancient Law broke upon the Hellenic race, and from those judgments, as from a fresh point of departure, a new and continuous stream of Law may be traced flowing onwards and adapting itself under the sanction of custom to the new wants, the new feelings, and the new relations of mankind. It is much to be regretted that the most interesting stages of the onward march of Modern Law can only be imperfectly illustrated, owing to the fragmentary character of the evidence which has been preserved to our time; but there is adequate proof that Modern Maritime Law was developed under the same general conditions, and that the earliest sources of that law were drawn up in the form of decisions and judgments, and that the compilation of customs marks the second stage of its growth.

Thus the most ancient extant source of Modern Maritime Law are the Decisions of the Consuls of the Sea of the city of Trani on the shores of the Adriatic Gulf. They purport to be of the date of A.D. 1063, and in the printed volume of the Statutes of Fermo,[2] in which they

[1] Dr. Thirlwall had already noticed the fact, that "the word answering "to *law* does not occur in the Homeric poems, nor do they contain "any allusion which might lead us "to suppose that any assemblies "ever met for the purpose of legislation. Rights, human and divine, "were fixed only by immemorial "usage, confirmed and expounded "by judicial decisions; in most "cases perhaps the judges had no "guides but principles of natural "equity." History of Greece, ch. vi. p. 169.

[2] There are two editions of the Statutes of Fermo to be found in the Bibliothèque Nationale of Paris, one of 1507, and the other of 1589. The Decisions of Trani are printed in both of them.

have been handed down to us, they are entitled "Ordinamenta et Consuetudo Maris, edita per Consules Civitatis Trani." These so-styled ordinances and custom are, however, a series of decisions made after deliberation by the Consuls of the Corporation of Navigators at Trani as being the best instructed persons in maritime matters, who could be found in the Adriatic Gulf. The next most ancient extant source are the Judgments of Oleron. The Customs of the Sea, which were compiled at Barcelona, and which became generally known in the course of the fifteenth century by the title of the Consulate of the Sea, belong to the second stage of the history of Modern Maritime Law.

The reader may probably not be familiar with the Decisions of Trani. The town of Trani is situated on the shores of the Adriatic, and formerly belonged to the kingdom of the Two Sicilies, whereas Fermo, which is also a port on the Adriatic, lying to the north of Trani, is within the limits of the March of Ancona, which belonged formerly to the See of Rome. The archives of Trani were unfortunately burnt in 1799, when a French army occupied the town, and M. Pardessus, with the assistance of the French Government, caused the most careful researches to be instituted in 1827 in the hope of discovering a MS. copy of these decisions in some public library in the Neapolitan dominions, but his researches were ineffectual, and the preservation of these decisions is due to the accidental circumstance that they are printed at the end of the Statutes of Fermo, which were revised in 1506 and printed in 1507. Fortunately the Decisions carry with them the means of verifying their date in the opening clause, which announces that they were drawn up in the year 1063 in the first indiction; and on examination it has been found that the first indiction corresponds with the year of our Lord 1063. Further, a copy exists in Fermo of the statutes of that city as printed in 1507 on parchment, in which the Decisions of Trani are printed with the date of 1063.

The Decisions of Trani consist of thirty-two propositions, the first of which commences with the words, "The Consuls propose, determine, and decide with regard "to the question of the art of the sea herein-after "written, that when a ship is cast away on land by "misfortune and the stern separates from the bow, the "merchandise on board the ship shall not contribute "to the loss; but if the stern does not separate from "the bow, the merchandise on board shall contribute to "the repair of the ship," &c.

This decision is partly in accordance with the Law of the Digest (l. xiv. t. 11), and is partly a deviation from it. The Roman law, in both the cases mentioned in the above decision, left the owner of the ship to bear his own loss without any claim of contribution against the owners of the cargo; whereas the modern law, in the second case, where the ship was not cast away but only damaged, gave the owner of the ship a right to call upon the owners of the cargo to contribute to the repairs. The reason of this distinction is perfectly intelligible. Where the ship had been cast away she could no longer be of service to the owners of the cargo, but where she was only damaged she might be repaired, and in that case might complete her contract with the owners of the cargo by carrying it forward to its destination. Several other rules will be found to be laid down in these decisions, which are deviations from the Roman law, and mark a new epoch in Maritime Law; but the cardinal point of distinction between the ancient and modern systems of Maritime Law is that the mariner under the modern system is a free man. The slave no longer figures as a chattel, which may be thrown overboard to lighten the ship. The crew are free men. The Decisions of Trani lay it down that the mariners are bound to remain by a stranded ship eight days in order to save its equipments, after which time they may quit it; that for certain faults only a mariner

may be discharged from the ship, that a mariner can only quit the service of the ship during her voyage under certain circumstances, and on forfeiting half his wages. Other provisions will be found in these decisions, which appertain to a new system of law, and were subsequently more fully developed in the Judgments of the Sea and in the Consulate of the Sea, such for instance as the provision that the master of a ship may not strike a mariner, and that the mariner may defend himself if the master pursues him and persists in striking him ;[1] also that the master of a ship may hypothecate the ship to repair her after a tempest, or to ransom her from corsairs. There is no provision amongst these Decisions which lays them open to the suspicion of forgery, and all who feel an interest in the literature of Modern Law are under great obligation to Mr. Pardessus for having called the attention of Men of Letters to their existence. There is no difficulty in assuming that the commerce of Trani was in the eleventh century of sufficient importance to warrant the publication of a body of maritime decisions by its consuls, as in the next following century there is evidence that Trani was amongst the cities of Italy which carried on an extensive commerce in the ports of the Levant. Besides it may be with as much reason asked, where are the navies which used to frequent the port of Damme, and the fleets that were wont to anchor in the roadstead of Stavern ; yet no one, because the sites of those great marts of maritime commerce can hardly now be recognised, for that reason impugns the genuineness of the Judgments of Damme, or the authenticity of the Usages of Stavern.

[1] The Decisions of Trani (18th chap.) contemplate a state of maritime navigation in which a bench of oars was still a part of the equipment of a ship, as the mariner was required to retire from the prow of the ship behind the bench of oars, beyond which if the master pursued him he was at liberty to defend himself.

The Editor in assigning to the Judgments of the Sea the second place amongst the sources of Modern Maritime Law, has not overlooked the fact that there are fragments of Maritime Law interspersed amongst the provisions of the Assises de Jerusalem (A.D. 1100–1187), and of the Constitutum Usûs of Pisa (A.D. 1160), which some persons may consider to be entitled to precedence over the Judgments of the Sea in point of prior origin; but in the first place they are only fragments and do not purport to be of general application, and in the second place they have never been adhered to as Laws of the Sea by other nations. The Judgments of the Sea, on the other hand, have been accepted as a Common Maritime Law in every country which borders on the Atlantic Ocean or on the North Sea, whilst the kings of Castile gave them the authority of law in their ports in the Mediterranean, and the trading cities of the Baltic incorporated their provisions into their own maritime law. It is much to be regretted that the earliest historical notice of the Judgments of the Sea preserved to our time, which is, however, of a date less ancient than many MSS. of the Judgments of the Sea which exist in English archives, have had an interpretation put upon it under the exigencies of controversy which has imperilled the credit of the Record. Thus in the great controversy on the dominion of the sea between Selden and Grotius, Selden and his supporters have contended for a particular interpretation of a passage in the Roll, 12 Edward III., known as the "Fasciculus de Superioritate Maris," and have maintained that the Judgments of the Sea had been collected and published as Laws of the Sea in the island of Oleron by Richard I. of England on his way home from the Holy Land. The assertion of the fact that the Judgments of the Sea had been so published in the island of Oleron by a king of England, was considered by Selden to be of importance for the support of his

principal argument, that the kings of England had from very early times promulgated laws for the government of seafaring men within a certain portion of the sea, which had been respected by all nations. On the other hand, the asserted visit of King Richard I. to the island of Oleron on his way home from the Holy Land could not be reconciled with certain historical facts, the reality of which was indisputable, so that the alleged occasion of the publication of the Judgments in the island of Oleron having no solid foundation, the authenticity of the Record itself would have been impeachable, if it had not been open to another interpretation[1] which does not raise any conflict with established facts.

Three theories have been advanced by authors of repute respecting the origin of the Judgments of the Sea. A French theory deserves precedence, which has been advanced by Cleirac in the introduction to his work on the Usages and Customs of the Sea, namely, that they were drawn up by order of Eleanor, Duchess of Aquitaine, after her return from the Holy Land. The second may be regarded as a German theory, in support of which the authority of Leibnitz has been invoked, namely, that they were compiled by order of Otho, Duke of Saxony, whilst he was Governor of the duchy of Aquitaine during the reign of his brother-in-law, Richard I. of England. The third is an English theory, which has been advocated by Selden, Prynne, and others, that the Judgments of the Sea were compiled by order of King Richard I. of England. All these theories rest upon a common groundwork, viz., that the Judgments of the Sea were compiled in the island of Oleron in the latter part of the twelfth century.

The German theory may be dismissed at once, not-

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[1] This interpretation may be referred to in the Introduction to the Black Book, vol. i. p. lviii.

withstanding that it has been advocated by Boucher and others; for although the great name of Leibnitz has been vouched in support of it, the passage in Leibnitz' works, to which reference is sometimes made, does not bear out the interpretation which has been put upon it. Leibnitz says nothing more than this, viz., "that "as the laws of Wisby in the Baltic Sea, so the laws "of Oleron in the European Ocean had an authority "almost equal to that of the Rhodian Laws; and that "as Henry the Lion gave to the inhabitants of Wisby, "so Otho his son, not yet Emperor but Duke of Aqui- "taine and Count of Poitou, gave to the inhabitants of "the island of Oleron a privilege which," Leibnitz goes on to say, "we will subjoin to the privilege which "Henry the Lion granted to the inhabitants of Goth- "land."[1] Leibnitz thereupon sets forth the privilege granted by the Emperor Henry the Lion to the inhabitants of the island of Gothland (A.D. 1163), and subjoins to it the privilege granted by Otho his son to the men of Oleron (A.D. 1198), which latter document is the identical document which has been published by Rymer in his Fœdera (vol. 1, p. 12) under the date of 29th Dec. 1198, and by which the men of Oleron were permitted to give their daughters in marriage to whomsoever they pleased without the previous consent of their lord, and to dispose of their property upon their death freely by testament.

The French theory, on the other hand, which has been advanced by Cleirac,[2] attributes the compilation of the

[1] Porro ut in Balthico mari Wisbyenses, ita in Oceano Europæo Oleronenses leges in auctoritate fuere pene instar veterum Rhodiarum; et ut Henricus Leo Wisbyensibus, ita Otto ejus filius, nondum Imperator, sed adhuc Dux Aquitaniæ et Comes Pictaviensis, Oleronis insulæ, ex adverso Pictavorum sitæ, habitatoribus privilegium dedit, quod hic patris ejus Henrici Leonis privilegio, Gutensibus concesso subjiciemus. Leibnitii Introductio in tom. iii. Scriptorum Brunswicensia illustrantium, § xxxix.

[2] Us et Coustumes de la Mer, Bourdeaux, 1661, p. 2.

Rolls of Oleron to Eleanor, Duchess of Aquitaine, but Cleirac has cited no proofs in support of it. His statement is that Eleanor, on her return from the Holy Land, which she had visited in company with her first husband, Louis VII. of France, conceived the project of compiling a body of maritime judgments for the use of navigators in the western seas, after the example of the Customs of the Sea collected in the Book of the Consulate, which were at that time in vogue and credit throughout the whole of the Levant; and these judgments were entitled the Rolls of Oleron, from the name of Queen Eleanor's favourite island. Cleirac goes on to say, that at a later period Richard I. of England, the son of Queen Eleanor by her second husband, Henry II. of England, on his return from a similar expedition to the Holy Land, augmented the collection of judgments under the same title, and that the judgments themselves have nothing English about them, the text consisting of old French tinged with Gascon, and not of Norman or of such French as was used at that time in England. Cleirac does not state by what persons or from what sources the Duchess Eleanor caused the judgments to be compiled, nor is there any evidence forthcoming from any trustworthy quarter to support Cleirac's assertion that the Customs of the Sea collected in the Book of the Consulate were observed as Laws of the Sea in the Levant at the time when Queen Eleanor visited the Holy Land (A.D. 1147). Nevertheless, Cleirac may be right in his conclusions, although wrong in his reasons, for Queen Eleanor was a woman of great enterprise and daring character, and quite capable of originating the design of compiling a body of laws for the government of seafaring men in the western seas; but she is more likely to have conceived the project and to have carried it into execution at a later period of her life, when she was the widowed queen of Henry II., and when she was invested with regal authority in England and in

Ireland, and with ducal authority in Normandy and in Aquitaine, during the absence of her son King Richard I. in the Holy Land. It would be consistent with this last hypothesis that Richard I. after his return from the fourth crusade, should have approved the work of the Queen Regent. Still it is hardly to be supposed, if Queen Eleanor took such a principal part in originating the compilation of the Rolls of Oleron, that it should have been left to Cleirac to disclose the fact for the first time in the year of Grace 1647, and that no allusion to any such fact should be found in the pages of any annalist of the Angevin period.

The English Roll of 12 Edward III., endorsed "Fasciculus de Superioritate Maris," which was formerly preserved in the archives of the Tower of London, but has been transferred in recent times to the Rolls Office in Chancery Lane, is the document on which Selden, Prynne, and other English writers have relied in attributing the compilation of the Rolls of Oleron to King Richard I. of England. It is true that a passage in the Roll of 12 Edward III. has been construed by Selden and Prynne in such a manner as to be in conflict with historical facts, which cannot be disputed; but the Editor has already observed in the Introduction to the first volume of this work (p. lviii.), that the passage admits of another construction which gives rise to no such conflict. There can be no doubt that Richard I. was intimately acquainted with the island of Oleron; that he had been invested at an early period of his life during his father's lifetime with the duchy of Aquitaine and the county of Poitou; that subsequently by the Treaty of Montmirail the duchy of Aquitaine was ceded by Henry II. to his son, and that Prince Richard did homage for the duchy to the King of France; that Richard resided for many years during his father's lifetime in the duchy of Aquitaine, and had frequent occasions for conciliating the inhabitants of the towns of the duchy by the grant of new privileges. His fondness for maritime pursuits is

well known, and the interest which he took in maritime legislation was evinced by the Regulations which he drew up at Chinon, with the advice of the prud'hommes, for the government of his fleet before it set out from Oleron for the Holy Land, and by the Ordinances which he enacted with a similar object, when the fleet was assembled at Messina, with the advice of his spiritual and temporal lords who were present, and who took an oath to observe them. A combination of such circumstances gives considerable colour to the English theory that the Rolls were compiled in Oleron by order of King Richard I., and that they were reviewed and sanctioned by royal authority after his return to England from the fourth Crusade.

M. Pardessus, on the other hand, is disposed to think that there are no adequate grounds for regarding the Judgments of the Sea as in any way belonging to the island of Oleron. The Editor, who shares fully in the respect due to any opinion seriously put forth by M. Pardessus on a question of Maritime Law, on account of his extensive and elaborate study of the subject, is unable to concur in his conclusions on this head. "My "conjectures," he says (Lois Maritimes, tom. 1, p. 306), "remove all difficulties. They do not in any way belong "to Oleron; but they were there known and followed, "as throughout the duchy of Aquitaine, of which Oleron "was a dependency; as throughout Brittany, Normandy, "and the west coast of France, of which they were the "common maritime law; as in England, where the "kings on becoming dukes of Aquitaine introduced the "Rolls; as in Spain, where Alphonso X. gave them the "authority of law." But the conjectures of M. Pardessus furnish no answer to the question as to how and in what place the Judgments of the Sea were drawn up, if they were not drawn up in the place with which they are connected by name in every ancient MS. version of them, and in every ancient public document which alludes to them.

M. Pardessus' great work on Maritime Law consists of six quarto volumes, the first of which was printed in 1828 and the last in 1845. The Judgments of the Sea are printed in the first volume, and the Editor considers that M. Pardessus at the time when he prepared his introduction to the Judgments of the Sea had not before him the best and fullest information on certain matters connected with the island of Oleron. For instance M. Pardessus appears not to have been acquainted with the earliest edition of "Le Grand Routier de la Mer," composed by Pierre Garcie, alias Ferrande, inasmuch as he says that Garcie, from whom Cleirac borrowed his text, has confined himself to publishing the Rolls of Oleron without saying a single word as to the authorship (Lois Maritimes, tom. i. p. 307), and he elsewhere says (*ib.* p. 285) that the earliest edition of Le Grand Routier was published in 1541.[1] Now it is true that Le Grand Routier was edited in 1541, a copy of which edition is preserved in the British Museum, but it is also true that there was an earlier edition of Le Grant Routier published in black letter at Poitiers without any date in the title page, a copy of which is preserved in the Bodleian Library at Oxford, and of which the probable date is much earlier than 1541, inasmuch as the introductory epistle of Garcie to his son, which is prefixed to the work, bears date A.D. 1483. This work is so rare that the Editor has thought it well to publish the more important part of it in the present volume. It will be found on referring to this original edition of Garcie's work, that at the conclusion of the Rolls of Oleron Garcie has inserted the following paragraph, which is omitted in the subsequent edition of 1541, to which alone M. Pardessus had access. "These things

[1] Ce n'est que dans l'édition de Garcie, imprimée pour la première fois en 1541, et dans celle de Cleirac beaucoup plus recente, que les Roles d'Oleron sont portées à 46 ou 47 articles. Lois Maritimes, tom. i. p. 285.

"are extracted from the very useful and profitable Roll "of Oleron by the said Pierre Garcie, alias Ferrande." Cleirac, on the other hand, has not avowed in any part of his work, as far as the Editor is aware, that he was indebted to Garcie for the text of the Rolls which he has inserted in "The Usages and Customs of the Sea," nor has he mentioned "Le Grant Routier" in the list of authorities which he has prefixed to his work; but if Cleirac was indebted in any way to Garcie for the text of the Rolls, which fact, however, may be disputed as there are notable variations in the text of the articles themselves, as well as in the order of their arrangement, as adopted by the two writers, Cleirac professes to have derived his text from a copy of the judgments printed at Rouen, to which was appended "the Seal of the "Contracts established in the island of Oleron" in verification of its being a copy collated with the original Roll of Oleron. So far then it is clear that although Garcie may be silent, as M. Pardessus observes,[1] as to the authorship of the Rolls, he declares that he extracted the Judgments of the Sea from the very useful and profitable Roll of Oleron.

Another fact to which the attention of M. Pardessus does not appear to have been sufficiently directed is to be gathered from the Coutumier of the Commune of Oleron. It is evident from various chapters of this Coutumier that the Law Maritime was habitually administered in the Mayor's Court at Oleron to passing mariners, not merely in suits between foreigners and burgesses of Oleron, but in causes where both the parties to the suit were foreigners. In particular illustration of this fact a judgment may be referred to in chapter lxxxvii. of the Coutumier, as having been rendered in the Mayor's Court at Oleron, on the subject of the right

[1] M. Pardessus refers to this MS. in Douce's Collection, and he had some extracts from it in his possession, but he does not appear to have had a copy of the MS. itself.

of a part owner of a ship to sell to a stranger his share of the vessel without first offering to the other part owner of the vessel the option of purchasing the share, and the parties in this cause were Guillaume Daniau on the one hand and David le Corne on the other, both of whom were Bretons, which Bretons, the Coutumier goes on to say, had many suits in Oleron respecting partnership and other matters.

The circumstance that Breton mariners and merchants had frequent recourse to the Mayor's Court at Oleron for the settlement of their disputes in maritime matters in the fourteenth century, raises a presumption that the court at that time was in considerable repute as a Court of Maritime Law, and there are documents belonging to the twelfth and thirteenth centuries which refer to Oleron under circumstances, which warrant us in supposing that it was at that period a port much frequented by foreign shipping.

There is also evidence that the Judgments of the Sea had been introduced in the fourteenth century into Normandy through a Castilian channel, under the title of the Laws of Layron, under which form there is no difficulty in recognising the Laws of Oleron. An ordinance has been preserved by Secousse, which was issued by Charles V. of France in 1364, by which the privilege of trading in the ports of Leure and Harfleur in Normandy was secured to the subjects of the King of Castile, with the right of having their disputes adjudicated by the provost of Harfleur, " selon les Coustumes " de la Mer et les droiz de Layron dehors." That the Laws of Layron specified in this ordinance are but another name for the Laws of Oleron cannot well be disputed, as there is a MS. preserved in the Castilian archives, of the date of 13th August 1436, which contains the Laws of Layron (el fuero de Layron), and those laws prove to be the same body of maritime judgments of which several MSS. are preserved in English archives,

which are of a date as early as the reign of Edward II. of England, and which are invariably described by a title which connects them with the island of Oleron. That Layron or Leron was the name by which the island of Oleron was known in the ports of the Mediterranean does not rest solely upon the evidence of the Castilian MS., inasmuch as a MS. of the Judgments of the Sea, written in the Gascon dialect, is preserved in the archives of the city of Leghorn, the writing of which is of the 15th century, and the heading of which runs thus: " Asso es la copia deus Rolles de Leron de " Jugemens de Mar."

There is another class of documents, distinct from the Norman and Castilian, which connect the Judgments of the Sea with the island of Oleron. The earliest known MS. of the Judgments of the Sea which was in use in Brittany has been preserved in the Bibliothèque Nationale in Paris, and is of the date of A.D. 1454. It is printed amongst the proofs appended to Dom Morice's History of Brittany.[1] The duchy of Brittany, it may be observed, had its own peculiar system of maritime judicature independent of the Admiral of France, down to the middle of the 17th century, and the Judgments of the Sea were amongst the maritime laws administered in the Breton courts under the title of the Constitutions of Oleron. The MS. in question is thus headed: "Ci commencent les Coutumes de la Mer, " c'est l'établissement des Rolles d'Oleron faits du Juge- " ment de la Mer." This MS. differs slightly from the English MSS., as it contains 28 articles, and it has annexed to it the following certificate: "Donne tes- " moign le seel de l'Isle d'Oleron establi aux contrats " de la dite isle le jour de Mardy amprès la feste de

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[1] Mémoires pour servir de preuves à l'Histoire Ecclésiastique et Civile de Bretagne, par Dom Hyacinthe Morice. Paris, MD.CC.XLII. Tom. i. p. 786.

"Saint André l'an de grace MCCLXXXVI." Dom Morice observes that this MS. is more correct than all the printed copies of the Rolls in France, and this remark is true, as regards the copies of the Rolls of Oleron printed in the earliest collections of Breton customs. Thus we find that the Judgments of the Sea under that title are included in a collection of the customs and constitutions of the duchy of Brittany, printed at Paris in 1480, which is probably the earliest printed collection of Breton customs. They may be most conveniently referred to in a later edition of the Customs of Brittany published at Rennes in 1514.[1] There can be no doubt from the variations in the text that the version of the Judgments of the Sea printed in this edition was copied from an earlier MS. than the MS. printed by Dom Morice, inasmuch as the judgments are divided into 26 articles, and the style of the text is more ancient, whilst the certificate of authentication bears date A.D. 1266 : "Tesmoign le seel de lisle Dauleron establi au contractz "de la dicte isle le jour de Mardi apres la feste Saint "Andre lan mil deux cens soixante VI. ans." There is also one very curious coincidence as regards these Breton versions of the Judgments of the Sea, as distinguished from the version of Dom Morice's MS. They all follow suit in a gross miswriting of the thirteenth article, in which Dom Morice's MS. maintains the correct reading and is in harmony with the English MSS.

Allusion has been made to the concession made by King Charles V. of France, in 1364, to the merchants and mariners of Castile trading in the ports of Normandy, that they should have their disputes adjudicated by the provost of Harfleur, according to the Customs of the Sea and the Laws of Layron. Fontanon has handed

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[1] Les louables Coustumes du pays et Duché de Bretagne visitées et corrigées par plusieurs discretz et vénerables juristes, avec les coustumes de la Mer, par Jehan Mace, libraire, demeurant à Rennes pres la porte Sainct Michel. 15 Nov. 1514.

down to us certain very early instructions issued to the Admiral of France, under which he was directed to administer justice to all merchants on the sea according to the rights, judgments, customs, and usages of Oleron. These instructions came through an official channel into the hands of Fontanon, who first published them, but the date of them is unknown, They were, however, of authority, as they are inserted in a MS. which is preserved in the British Museum,[1] immediately after the Ordinance of Charles V. of France, of A.D. 1373, and before the Judgments of the Sea, and as this MS. exhibits the arms of Louis Malet, Sire de Graville, who was Admiral of France from 1486 to 1508, and again from 1511 to 1516, emblazoned at the head of the Judgments of the Sea, the presumption is that the MS. was drawn up for the use of the Sire de Graville as Admiral of France, more particularly as the shield of his arms is backed by an anchor, the emblem of the admiral's jurisdiction. The Judgments of the Sea in this MS. have prefixed to them the same title which is prefixed to them in the Breton customs: "Cy "commencent les Jugemens de la Mer, des nefz, des "maistres, mariniers, des marchans, et de tout leur "estre," and they conclude with the certificate under the seal of the island of Oleron, drawn up precisely in the same terms which are used in the certificate appended to the printed Breton versions of the Judgments.

It is difficult, where there is such a concurrence of documentary evidence connecting the Judgments of the Sea with the island of Oleron, and no evidence is forthcoming of those Judgments having been ever coupled with the name of any other place, for an impartial mind to reject the general belief on the subject, and to adopt

[1] This MS. is No. 2,423 in the Sloane Collection, and an account of it will be found in the Introduction to the Black Book, p. lxxxv. The arms of the Sire de Graville were three buckles *or* on a field *gules*.

M. Pardessus' conjecture that the Judgments of the Sea do not in any way belong to Oleron. Other great writers have been misled by imperfect information to commit themselves to statements on the subject of Modern Maritime Law from which they would recoil if they were now alive, and amongst them may be mentioned one of our greatest English historians, who has described the Laws of Oleron as "a set of regulations chiefly borrowed from "the Consulate, which were compiled in France under "the reign of Louis IX. and prevailed in their own "country. These have been denominated the Laws of "Oleron from an idle story that they were enacted by "Richard I. while his expedition to the Holy Land lay "at anchor in that island."

It has been already mentioned that Cleirac in attributing the compilation of the Rolls of Oleron to Eleanor, Duchess of Aquitaine, has asserted that on the occasion of her visit to the Holy Land in company with her first husband, Louis VII. of France, Queen Eleanor had become acquainted with the Customs of the Sea which are contained in the Book of the Consulate, and which were at that time in vogue and credit in the Levant. There are also other writers of eminence who have referred the Customs of the Sea contained in the Book of the Consulate to a period much earlier than that to which the Rolls of Oleron are historically traceable; and Professor Boucher, who published in 1808 a French translation of the Book of the Consulate under the title of "Consulat de la Mer," and whose book has been received in England as a work of high authority, has asserted that the Consulate was compiled at Barcelona about A.D. 900, but he has not cited any proofs in support of his assertion. The majority of such writers have been content to refer the origin of the Consulate to the latter part of the eleventh century, relying on a document known as "the Acceptations," which has recently undergone a careful analysis, and has been

satisfactorily shown to be worthless for any historical purpose.

The Book of the Consulate, of which Cleirac speaks, must be distinguished from the Consulate itself, although some writers have used these terms as synonymous, having been misled in all probability by the fact that translations of the Book of the Consulate have been published in French and Italian under the name of the Consulate of the Sea. The Book of the Consulate was in fact a book drawn up for the use of the Consuls of the Sea at Barcelona by the notary or scribe of the Consular Court, just as the Black Book of the Admiralty was drawn up for the use of the Judge of the High Court of Admiralty in England by the registrar of the Admiralty Court. Evidence of this fact is forthcoming in a MS. which is preserved in the National Library at Paris, to which further reference will be made on a future occasion. The Consulate, on the other hand, was a collection of Customs of the Sea which had the force of law in the Consular Court at Barcelona. They were originally designated "Chapters of the Sea," and they received from time to time modifications and additions, and they appear to have acquired the name of the Consulate in the early part of the fifteenth century, when we find reference made to the Consulate by name in an ordinance on the subject of maritime police issued by the magistrates of Barcelona in A.D. 1435. This reference to the Consulate by name is the earliest reference on record, and it precludes the admission of any document into the Consulate, in the proper sense of that term, which is of a date more recent than A.D. 1435.

On the other hand, the Book of the Consulate, in the common European acceptation of the name, is the volume which was printed at Barcelona in the Catalan or Romance language, in A.D. 1494, of which François Celelles was the editor. It is this volume which Professor Boucher translated into French, and published in

1808, under the title of "Consulat de la Mer." But there appears to have been an earlier French translation of this volume from the pen of M. Mayssoni, an advocate of Marseilles, which was printed at Marseilles in 1577, and of which a second edition was printed at Aix in 1635;[1] so that the Book of the Consulate must have been well known to French jurists at the time when Cleirac published his work on the Usages and Customs of the Sea. Cleirac, however, appears to have made his quotations directly from a Catalan version of the Book of the Consulate, and he cites such a book amongst his authorities as "Livre du Consulat traitant "des faits Maritimes, composé en langage Cathalan."

It is immaterial for the present purpose of the Editor to inquire whether the edition of the Book of the Consulate of 1494 or the next subsequent edition of 1502 was the book which was known to Cleirac. The edition of 1502 was until very recently believed to be the Editio Princeps, but the version of the Customs of the Sea is identical in both editions; and the question to which the Editor proposes to confine his inquiry on the present occasion is, whether the Customs of the Sea contained in the Book of the Consulate could have been known to Queen Eleanor when she visited the Holy Land.

The Book of the Consulate[2] is divisible into two principal parts. The first consists of what appears to be at first glance a continuous work, divided into three hundred and thirty-four chapters, and to this part the name of the Consulate has been sometimes given. The second part consists of eleven distinct documents, the dates of which vary from A.D. 1340 to A.D. 1488. These are clearly distinguishable from the Consulate.

[1] This edition is in the British Museum.

[2] It is a remarkable fact that no translation of the Consolat de Mar has ever been attempted in the English language.

The first part, on the other hand, although it has been divided by Celelles into consecutive chapters, consists of three distinct treatises. The first treatise is concerned with the procedure to be observed by the Consuls of the Sea at Valencia. The second treatise is on the good Constitutions and Customs of the Sea. The third treatise is on Cruisers of War, and the proper relations to be maintained between the owners and the crews of such vessels.

There are good reasons for holding that the first treatise cannot be of a date earlier than A.D. 1336, when Peter IV. ascended the throne of Aragon, nor of a date later than A.D. 1343. The latter date is fixed by this circumstance, that Peter IV. granted in 1343 to the inhabitants of the city of Majorca a privilege that the consuls of the sea established in that city should observe the rules of procedure which he had laid down for the consuls at Valencia. The former date of A.D. 1336 is fixed by the fact that a reference is made to a royal charter in the 36th chapter of the treatise, and the terms of this reference identify the charter with a charter issued by Peter IV. of Aragon on 12 Kal. Nov. 1336. This treatise may therefore with reason be regarded as more modern than the charter to which it refers, whilst it must have been in existence prior to 1343, in order that it should form a precedent for the guidance of the consuls of the sea at Majorca after that year.

The third treatise on Cruisers of War, which concludes the first part of the Book of the Consulate of 1494, does not admit of its origin being ascertained with the same precision as the origin of the Regulations for the procedure before the consuls of the sea at Valencia; but there is internal evidence in the treatise itself that it could not well have been drawn up before the middle of the 14th century. The term "Admiral" is used throughout the chapters of this treatise as a term of well-under-

stood import, and no use whatever is made of the ancient title of Captain of the Fleet (Capitaneus Armatæ). But it would appear from an ordinance of Alphonso IV. of Aragon of A.D. 1330 that the title of Admiral had not at that time superseded that of Capitaneus Armatæ; and it is not until A.D. 1354 that we find any record of the title of Admiral having superseded that of Captain of the Fleet within the dominions of the kings of Aragon. It is not improbable that the use of the title of Admiral had been introduced into the neighbouring kingdom of Castile at a somewhat earlier period, as mention is made of the Admiral in the second part of the Siete Partidas of Alphonso X. of Castile; but at that time it was thought necessary to explain the meaning of the title, which had been borrowed from the Arabic, and the Admiral is thus defined for the instruction of the mariners of Castile: "The chief "of all those who compose the crews of the vessels "fitted out for war is called the Admiral, and he has "over the fleet, which is the main body of the Armada, "or over a squadron, which may be detached, the same "power as the king himself if he were present." There is no reason to believe that the term Admiral had become familiar to the Christian nations of Europe before the fourth Crusade (A.D. 1147), when the monkish chroniclers Latinised the Arabic title of Emir[1] or Amir; and if this assertion be correct, the third treatise in the first part of the Book of the Consulate of 1494 cannot claim precedence over the Judgments of the Sea on the grounds of prior origin.

It remains to be considered whether the second treatise, which forms the bulk of the first part of the Book

[1] The title of Emir or Amir in Arabic was equivalent to that of Commander. Thus Amir-el-Moumenín, which signifies Commander of the Faithful, was the title assumed by the Arabian sovereigns of Africa, and it is easy to understand how such an epithet became converted by the Crusaders into Amiral Moumenin.

of the Consulate, and which is entitled "Constitutions "and Customs of the Sea," has any just claim to be regarded as having been in vogue and credit in the Levant at the time when Queen Eleanor accompanied her husband to the Holy Land (A.D. 1147). There can be no doubt that the Customs of the Sea are referred to under the name of the Consulate in the ordinance of the magistrates of Barcelona of A.D. 1435, and that it is possible to approximate to the time when the Customs of the Sea must have acquired the form under which they are referred to in that ordinance. The Italian translation of the Consulate, published at Venice in 1539, assists us materially in determining this question, as the text of the Customs of the Sea, which has been followed in that translation, differs in many particulars from the text which has been adopted in the Book of the Consulate of 1494. Several chapters which are introduced into the latter version have no place in the Italian version. But the chief point of difference, and one which may be of great importance chronologically, consists in this, that five chapters, which are numbered 154, 155, 156, 157, 158, in the Book of the Consulate of 1494, are omitted in the Venetian edition of 1539, and their place is occupied by two chapters which are literally reproductions of two chapters of an ordinance of Peter IV. of Aragon of 1340. On the other hand, the five chapters above mentioned of the Book of the Consulate of 1494 are amplifications of the provisions contained in the same ordinance of 1340, and the amplifications are of such a nature that there is no difficulty in identifying three of these latter chapters as the chapters of the Consulate, to which reference is made in the fifth article of the ordinance of the magistrates of Barcelona of 1435. It seems, therefore, reasonable to conclude that the text of the Customs of the Sea, which was followed in the Venetian edition of 1539, was a more ancient text than the text adopted in the

Book of the Consulate of 1494; but notwithstanding this may be a correct conclusion, the compilation of the more ancient text is not thereby carried back to a period earlier than 1340 A.D.

If it be assumed, and the Editor does not propose on the present occasion to say more than that he considers the assumption to be well founded, that the Customs of the Sea in the form in which they have come down to us in the Book of the Consulate of 1494 were not compiled until some time after 1340 A.D., and under which form only there is any authority for assigning to the Customs of the Sea the name of the Consulate, a further question may be raised, whether some portion of the Customs of the Sea may not have been reduced into writing at an earlier period.

Space will not allow the Editor on the present occasion to discuss the chapters of "the Customs of the Sea" at any length, with the view of showing that they have the appearance of having been reduced into writing at different times, and that the later chapters are amplifications, and in some cases amendments, of the earlier chapters. It is not too bold a conjecture to suppose, from the circumstance that explanations are for the most part given at the end of each chapter of the reasons for which "the chapter was made," or of the object principally kept in view when the chapter was drawn up, that the "Customs of the Sea," in the form in which they have come down to us in the Book of the Consulate of 1494, are a digest of the constitutions made from time to time on maritime matters by the Prud'hommes of the Sea at Barcelona. Their true character is avowed in the opening words of the first chapter: "These are "the good constitutions and good customs in matters "of the sea which the wise men who have navigated "the world have handed down to our ancestors, and "which make up the books of the Science of Good "Customs." That there were "written customs of the

sea," which the Consuls of the Sea were authorised to observe at a period long antecedent to the Barcelonese ordinance of 1435, may be inferred from certain passages in the Valencian regulations, which, as already observed, were drawn up between A.D. 1336 and A.D. 1343. A provision is found in chapter xli. of those regulations to this effect: "The sentences of the con-"suls and the decisions of the judges shall be rendered "in conformity with the written customs of the sea, "according as it is declared in the different chapters "of them, and in case where the customs of the sea "shall declare nothing, according to the counsel of the "prud'hommes of the sea;" and it had been already provided by a previous diploma of Peter III. of Aragon, by which the consular jurisdiction was first established in Valencia in 1283, that the Consuls of the Sea should determine all contracts and disputes between "men of "the sea" and mariners according to the custom of the sea, as had been customary at Barcelona. This is the furthest point to which any extant record carries back "the custom of the sea" in any sense, in which it can be supposed to have been handed down to us amongst the chapters of the Consulate.

If it be further assumed, and the Editor on the present occasion ventures to assume the fact, that the Consulate of the Sea is of Catalan origin, and belongs neither to Marseilles nor to Pisa, as some authors have contended, but was so named because it contained "the "Chapters of the Sea," which were followed, as rules for the settlement of maritime disputes, by the Consuls of the Sea at Barcelona, the observance of those rules by the consuls in that city cannot be carried further back than to 1279, in which year consuls of the sea were first appointed at Barcelona. But the existence of a corporation or guild of prud'hommes of the sea at Barcelona may be traced a little further back. An ordinance on maritime police was published by King

James I. of Aragon in A.D. 1258, in which the Corporation of the Prud'hommes of the Strand of Barcelona[1] is spoken of as a council of administration in maritime matters, of co-ordinate authority with the king himself. This ordinance appears to the Editor to be the true starting point of Modern Maritime Law in the kingdom of Aragon; for although there are some provisions of maritime law to be found in a collection of laws published by King James I. in 1250 A.D., under the name of the Customs of Valencia, these are, with one or two trivial exceptions, stale relics of the maritime law of imperial Rome, and belong to the period when the ancient law of the sea was giving place to a new system of law, under which the crew were recognised as the companions, and were no longer the slaves, of the owner of the vessel.

It remains to be considered whether the document known as "the Acceptations" should be allowed to overrule the internal evidence contained in the Customs of the Sea as published in the Book of the Consulate of 1494, which shows that they were not completed in their present form until some time after 1346 A.D.; and if that be inadmissible, whether "the Acceptations" are conclusive evidence that the Customs of the Sea in some earlier form were in vogue and credit in the Levant at the time when Queen Eleanor visited the Holy Land. The document known as "the Acceptations" is printed in the Book of the Consulate of 1494 immediately at the conclusion of the chapters on Cruisers of War, with a heading to this effect, "These "ordinances and chapters have been approved, sub-"scribed, and promulgated by the under-mentioned

[1] The Guild is styled Universitas Procerum Ripariæ Barchinonæ in this ordinance, which has been printed by Capmany in his Memorias, t. ii. p. 23, and by M. Pardessus in his Lois Maritimes, t. v. p. 339.

"lordships." No editor of the Book of the Consulate appears to have tested the historical truthfulness of the recitals in this document, or to have doubted of their immediate connexion with the first part of the Book of the Consulate before the time of Capmany, who in his Memorials on the Marine and Commerce of Barcelona, printed in 1779, has denounced the document as impertinent and as utterly worthless for any historical purpose. Capmany has been followed by Michel de Jorio in the project which he drew up for a maritim code in 1781 by order of King Ferdinand IV. of Naples; but it has been reserved for M. Pardessus to institute a very complete analysis of the document, and to establish beyond all dispute that many of the Acceptations, which the document professes to record, are inconsistent with well-established facts of history, and that it is reasonable to reject many others, which are too vague to admit of their truth being tested by any historical research.

The document in question, as printed in the Book of the Consulate of 1794, professes to announce that the preceding chapters and ordinances were approved and subscribed by divers princes and states at various times during a period which extends from 1075 A.D. to 1270 A.D., and if this document were trustworthy and it had any certain application to the Consulate, it would carry back the Customs of the Sea to an epoch antecedent to the visit of Queen Eleanor to the Holy Land. It is possible that Cleirac was misled by the second paragraph of this very document to state that Eleanor, Duchess of Aquitaine, became acquainted with the Customs of the Sea when she visited the Holy Land, for the second paragraph of this document, as printed in the Book of the Consulate of 1794, runs thus: "In "the year 1102, in the kalends of September, they "were subscribed at Acre, on the passage to Jerusalem "by King Louis and the Count of Toulouse, to be ob-

"served for all time." The cautious pen of Mr. Hallam has been misled by this paragraph to write that "the "King of France and the Count of Toulouse solemnly "acceded to this maritime code (the Consulate), which "hence acquired a binding force within the Mediter-"ranean." Unfortunately, however, for the authenticity of this paragraph it is beyond all dispute that Louis VI. was King of France in 1102, and that Louis VI. never made a visit to Acre nor to Jerusalem. His successor Louis VII. did indeed visit Acre on his passage to Jerusalem with his Queen the Duchess Eleanor, but this event took place in 1147 A.D., when Bertrand, Count of Toulouse, who in fact did visit the Holy Land in 1102, was dead. The next paragraph in the said document is to this effect: "In 1102 they were subscribed by the "Pisans at Majorca to be observed for all time." But the Moors were still in possession of Majorca in 1102, and it was not until A.D. 1115 that the Pisans expelled the Moors and occupied Majorca. The last paragraph in this document is of an extraordinary character and ought at once to have arrested the attention of the editor of the Book of the Consulate of 1494, and to have made him pause before he launched the document into circulation. It asserts that "In the year 1270 "they were subscribed and authorised in the city of "Majorca by the very high Prince and Lord King "James, by the grace of God King of Aragon, of "Valencia, of Majorca, Count of Barcelona and Urgel, "and Lord of Montpelier, and by the said Lord con-"suls were authorised in the city of Valencia in the "form above said." Capmany has investigated this asserted visit of King James to the city of Majorca in 1270, and has adduced satisfactory evidence that King James did not visit Majorca in that year; but the assertion that King James authorised consuls at Valen-cia in the same year is completely disproved by the Privilege of Peter III. the successor of James I., by

which Consuls were instituted for the first time at Valencia in 1283 A.D. The Editor refrains from discussing at greater length other gross errors in this document, as the reader will probably consider that sufficient has been said to show that the so-called "Acceptations" of the Consulate are worthless for the purpose of establishing, that the Customs of the Sea contained in the Consulate were in vogue and credit amongst the merchants and mariners of the Mediterranean, before the Judgments of the Sea were compiled.

Some further remarks upon the contents of the present volume may be appropriate.

The Domesday of Ipswich.

The Domesday of Ipswich throws considerable light on the constitution of the Jury in the Anglo-Norman period, and may help incidentally to throw light on its origin. The account of the circumstances, under which it was drawn up, warrants the belief that it was a recollection as near as might be of the old customs and usages of the town, which had been previously collected in "the Elde Domesday" in the second year of King John. Upon this estimate of the antiquity of those customs and usages the Domesday supplies most valuable evidence on several matters respecting the Jury, which are at present involved in great obscurity. Amongst those customs and usages the proceedings in a plea of fresh force (chap. vi.), and the proceedings in a plea of fresh abatement (chap. vii.), deserve attention. Both of these pleas might be brought before the bailliffs of the town in the Court of Portmennysmote, and if brought within forty days might be commenced by wed and borugh without a writ from the king. It was competent for the defendant in either of these pleas at a certain stage of the proceedings to produce twelve compurgators to support his denial of the plaintiff's claim, and by so doing to have the plaintiff amerced. But if the defendant failed to do so,

then an assise or jury of twelve men was arrayned to try the question of right. There is no evidence forthcoming from contemporary writings to show that this practice was not in force in the English boroughs in the second year of King John. In both of the above-mentioned pleas the decision was made by the recognition of twelve men, and the Domesday terms the twelve men an assise (assise) in a question of fresh force, which involved a title to land, and a jury (jurée) in a question of fresh nuisance, where no question of property was raised. In the latter case the jury was to hold an inquest on the nuisance precisely as we find it laid down in Glanville (l. ix. ch. ii.), that if nuisance were suffered by the Crown, an inquest of the nuisance should be held before the justices of the king by a jury of the country or of the neighbourhood.

Some learned men have been led into the error of supposing that Bracton is the first English writer who speaks of the "jurata," but Glanville in treating of purprestures distinctly lays it down that the inquest is to be made by a "jurata." Mr. Forsyth, in his History of Trial by Jury, p. 141, has observed that the problem is to discover what was the origin of the "jurata" of which Glanville speaks. The Editor ventures to suggest that it is to the Domesdays of the English boroughs that we are to look for the information which neither Bracton, nor Glanville, nor yet the Myrrour of Justices supplies, and that if the Domesdays could be recovered and published, they would throw considerable light on the origin of the "jurata." Thus, in the case of a writ of right concerning any tenement within the town of Ipswich, addressed to the bailliffs of the town, the wager of battle was absolutely forbidden by the usage of the town, and the defendant in possession had in all cases to put himself upon God and a jury (jurée) of twelve good and lawful men in the form of the great assise (en fourme de graunt assise), after the usage of the town. The mode, however,

of choosing the jury differed from that observed in the great assise. The bailliffs, for instance, were to choose four good and true men in the town, whose duty it should be to choose twelve good and true men of the same town who best knew and would say the truth. For this purpose the choosers were to deliver into the next court a panel of twenty-four names, in case that any of them should be challenged by either of the parties. The names of the four choosers were to stand first on the panel, and they were themselves to be of the jury of twelve, if the parties assented. This is a peculiarity which at once distinguishes the course of proceeding in the borough court from that of the king's court, inasmuch as in the Great Assise the four knights of the county, who were directed by the king's writ to choose twelve lawful knights of the neighbourhood to try the issue between the parties, do not appear ever to have placed their own names on the panel, nor in fact to have been legally competent to take part in the subsequent recognition by jurors of the title of the rightful party. Space will not allow the Editor to discuss on the present occasion so complicated a question as the origin of the recognition by jurors, but that the recognition by twelve jurors was an institution which did not originate with the Great Assise, but on the contrary was practised in the boroughs where the king's judges did not come, and in pleas which were commenced without any writ from the king, seems to be a fair inference from the usage of the town of Ipswich in pleas of fresh force and of fresh nuisance. Glanville describes the Great Assise[1] as a royal boon conferred on the nation by the clemency of the prince, with the advice of his nobles; and it is consistent with Glanville's account of it that the recognition by jurors should have been à mode of

[1] *great assise*] Est autem magna assisa regale quoddam beneficium clementia principis de consilio procerum populis indultum, l. ii. ch. 7.

trial in familiar use for other matters at the time when it was constituted by Henry II. the normal mode of settling disputes to land within the counties, where either party declined the wager of battle. The author of the Myrrour seems to confirm this view when he says, l. ii. s. 25, "An assise in one case is nothing more than " a session of the justices. In another case it is an " ordinance of certainty where nothing can be more nor " less than right. For on account of the great mischief " which would be procured in witnessing, and the great " delays which were made in examinations, exceptions, " and attestations, Randulph de Glanville ordained this " certain assise, that recognitions and juries should be " made by 12 jurors, the nearest neighbours, and so " this establishment was called an assise." The Myrrour then goes on to distinguish a great assise, which involved a right of property, from a petty assise, which involved only a right of possession, and which was so named in a statute of Edward I.

The Domesday of Ipswich also adds to our knowledge on the subject of Compurgators, as it has preserved to us in Chap. LXXIX. a remarkable form of compurgation in pleas of debt, which is probably of very ancient date, as it was only allowed between those burgesses who were peers and commoners of the town. The circumstance that its use did not extend to foreign burgesses, warrants us in regarding it as an institution of a period when there were no foreign burgesses. This form of compurgation was allowed in cases of debt where the amount demanded exceeded a certain sum. If the defendant denied his debt and waged his law, he was allowed to produce ten persons in court, who were to be divided into two parties, betwixt which parties a pointed knife was to be tossed up into the air, and the five persons, towards whom the haft of the knife lay on its falling down, were to be at once set aside. The other five were to remain in court, and after one of them had been

set aside (by what process is not said), the remaining four were to make oath in company with the defendant on his behalf. In all other pleas of debt, where the defendant waged his law, two compurgators were sufficient.

No trace of the Ordeal is to be found in the Domesday. Mr. Wodderspoon in his Memorials of Ipswich, p. 225, states that in the twenty-ninth year of the reign of Edward I. (which would be about ten years after the compilation of the Domesday), the Ordeal pit was given by the town of Ipswich to one Habate or Wabate, and he infers from the existence of such a pit that the town of Ipswich had courts of judicature in the Anglo-Saxon times. One practice, however, is still recorded in the Domesday, namely, the use of the Ducking Stool for scolds, which was probably a modification of a more severe punishment, as the institution was in contemporaneous use in the duchies of Aquitaine and Normandy, and was in fact expressly sanctioned in the constitutions of the Anglo-Norman communes.

The Domesday of Ipswich is also interesting as illustrating the personal status of the English burgess and his family; the liability of the husband for the debts of his wife contracted before and after marriage, but not for her obligations as surety for another person's debt; the power of the father to devise his property freely; the claim of the widow to her free bench within the town, or to half the tenements and rents of her late husband; the right of the children, male and female, to share in equal portions their father's property, if he died intestate; the age of discretion for children to deal with their inheritance; the guardianship of minors, from which the next heir was excluded; and many like matters, in some of which the custom of Ipswich departed further from the feudal system, than the common law.

One remarkable fact is apparent from the Domesday,

that public spirit as regards the administration of justice was much stronger in those days than at the present time, and that justice was then administered more promptly than at present, although perhaps in somewhat coarser scales. Thus as regards civil suits the Great Court of the borough sat once a fortnight on Thursdays, when pleas brought by writ of the king, and other great pleas, were heard before the bailiffs with the assistance of a jury; a court for petty pleas sat twice a week; a court for pleas where strangers were concerned sat from day to day; a court during fairs and markets sat from hour to hour; and a court for maritime causes sat from tide to tide. The administration of the criminal law was equally well cared for. Cutpurses and petty thieves, who robbed strangers, were dealt with summarily in the strangers court, but greater criminals were tried in the Great Court of the borough at its fortnightly sessions, and at such trials a coroner as well as the baillifs presided, for under the charter of King John the Common Council of the town was bound to elect four coroners, whose duty it was to hold the pleas of the Crown, and to do all other things which might be necessary to secure that justice should be done to the poor as well as to the rich within the borough. It would appear from the Domesday of Ipswich, as compared with the Custumary of Oleron, that the condition of the English burgess was in the time of Edward I., in respect of personal independence and legal capacity, in advance of the condition of a burgher in the duchy of Aquitaine, which there is no reason to presume was in any way behind the duchy of Normandy; and if the Domesday be considered with a view to ascertain the progress of English law, it affords no countenance to the theory which traces Trial by Jury to a foreign source, whether that source be as remote as the burgess court of the kingdom of Jerusalem, or the neighbouring customs of the Norman subjects of the kings of England.

The Custumary of Oleron.

The Custumary of the Commune of Oleron, although it purports to have been compiled almost under identical circumstances and with the same object as the Domesday of Ipswich, does not represent so advanced a stage of Law, and whilst the Domesday for the most part assumes the law to be settled, and is chiefly concerned with expounding the procedure, the Custumary for the most part expounds the law itself, and cites customs and judgments in evidence of it. For instance, in the case of nuisance where a house has fallen down upon a neighbour's house, the Domesday assumes the law and (ch. x.) explains the proceeding for compensation, and lays it down that it shall be on a plea of trespass by wed and borugh, and that in all cases an inquest shall tax the damages reasonably, whilst the Custumary limits itself to discussing the circumstances under which a house may fall down, whether suddenly or by degrees, and in the former case declares that no compensation is due on the ground that the fall is an accident; in the latter case declares that compensation shall not be made unless the owner of the house which has fallen down has been formally warned by the neighbour to repair it (ch. xxvi.), but it is silent as to the procedure to be followed in the latter case. There is no trace in the Custumary of trial by the recognition of sworn men in the Mayor's Court, although the wager of battle was forbidden in that court; but the wager of battle still existed as a mode of deciding both civil and criminal suits in the Lord's Court, and the trial by compurgators was still in use. A very singular practice in regard to the wager of battle in civil suits is mentioned (ch. lxvii.). Upon the challenge being accepted, the plaintiff was entitled to receive half the goods of the defendant after the payment of his debts, and to procure at his own cost two champions, and of these the defendant was entitled to choose the one

whom he preferred to fight for his cause. How the battle was to be waged is not explained, but when battle was undertaken on a charge of crime no champions were allowed. It would appear that the power of the Lord's Court was still unlimited, and that on a charge of crime, if the plaintiff was not willing to have recourse to the wager of battle, the accused party was entitled to be acquitted, if he denied the charge upon oath.

The family status of the French burgher had also notable features of distinction from that of the English burgess. The patrimonial idea of landed property still prevailed, and the owner's power of alienation by sale, gift, or bequest was limited. Marriage brought with it a community of personal property between the husband and the wife, and if there was no marriage settlement, it was in the discretion of the prud'hommes to assign dower to the widow; but in the case of gentlemen by lineage the widow's dowry was the third of her husband's estate. The age of legal discretion of an infant was fifteen, not fourteen as in Ipswich, and the infant minor, if entitled to property independent of his father, was under the guardianship of the commune. A married woman, except she was an open trader, could not contract nor be a surety without the consent of her husband.

The most interesting chapters, however, of the Custumary are those which are concerned with maritime matters, which, when put in controversy, were adjudged in the Mayor's Court, to which foreigners had free access. There are as many as sixteen or seventeen chapters on matters connected with shipping, some of which indeed had reference to questions which might arise in harbour, or within territorial waters, but others were of a more general character, such as questions respecting partnerships in vessels, the duty of masters, the rule of contribution in cases of jetison, and of compensation in certain cases of collision, which might have well found a place amongst "the Judgments of the Sea," if they had not been of more modern origin.

THE JUDGMENTS OF THE SEA AND THE ROLL OF OLERON.

"The Judgments of the Sea" are a very different work from the Collection of Maritime Decisions and Customs which were circulated in the middle of the seventeenth century under the title of the "Roll of the Judgments of Oleron," and which have been received in the Courts of Admiralty under that name upon the authority of Cleirac's version of them, as published in his work on the Usages and Customs of the Sea. The Editor has elsewhere observed that "the Judgments of the Sea" belong to a much earlier period than Cleirac's "Roll of the Judgments of Oleron," and that the text of the early English MSS. of the Judgments of the Sea agrees with that of the Gascon MSS. as distinguished from the Norman and Breton MSS. This question is of some importance as regards the priority of origin, which the Judgments of the Sea may claim over the Consulate of the Sea. Cleirac was a distinguished advocate of the Parliament of Bordeaux, and he has cited amongst the works which he consulted, "The Ancient Customs of Bordeaux in the Gascon Language." He does not indeed specify the work from which he copied "the Roll of the Judgments of Oleron," but he states that the text of the Roll was in old French tinged with Gascon. No MS. answering to this description has been as yet discovered, and it has been aptly observed by Mr. Luder, that the text which Cleirac has published is in French of the time of Francis I. M. Pardessus caused careful search to be made in France for a MS. corresponding to Cleirac's description of the Rolls, and he had abandoned the task as hopeless at the time when he published the text of the Rolls of Oleron. Subsequent

[1] Black Book, vol. i., Introduction, lxiii.

research has disclosed the existence of two MSS. of the Judgments of the Sea written in Gascon tinged with French, and of one MS. of the same Judgments written entirely in the Gascon dialect. M. Pardessus has published, in the additions to his work (tom. vi. p. 487), the text of the latter MS., which is preserved in the Guildhall of the city of Leghorn. It consists of nineteen articles only, the seventh, eighth, ninth, and tenth, and the fifteenth of the articles, which constitute the Judgments of the Sea, being omitted; in other respects the text agrees with that of the early English MSS. With regard to the other two MSS. one is stated by M. Pardessus (tom. vi. p. 486) to be in the Public Library at Bordeaux, and to have been formerly the property of the Abbé Baurin. The other is preserved in the British Museum, and is to be found in a volume numbered 10,146 amongst the Additional MSS. This volume contains amongst other documents the ancient Customs of Bordeaux in the Gascon dialect, and so far it agrees with the description given by Cleirac of one of the works which he had consulted. It does not, however, contain the text of "the Roll of the Judgments of Oleron," but a text of "the Judgments of the Sea" which corresponds with the text of the early English MSS. As this text is unique, and was evidently the text received at Bordeaux in the fifteenth century, the Editor has published it in the present volume, and has collated it with the text in the Liber Memorandorum, which is preserved in the Guildhall of the city of London, and with the text of the Leghorn MS.

M. Pardessus is of opinion that Cleirac borrowed his text from Garcie's "Grand Routier de la Mer," which he slightly modernised. As Garcie's work is very scarce indeed, the Editor has extracted from it and included in the present volume the articles which Garcie professes to have extracted himself "from the very profitable and useful Roll of Oleron." Garcie does not state how

or where he became acquainted with the Roll of Oleron. It seems probable, however, from the general contents of "Le Grand Routier" that Garcie derived his text from a Breton source, as the customs of the duchy of Brittany and of the viscounty of Leon are inserted in Le Grand Routier immediately before the Roll of Oleron, in like manner as they precede the Judgments of the Sea in the "Coustumes de Bretaigne," which were printed prior to the publication of Le Grand Routier.

On examining the forty-seven articles which Garcie has printed, the reader will perceive that the first twenty-two only are found in the ancient English MSS. of the Judgments of the Sea. The thirteenth article of the latter MSS., which refers to the navigation of the British Channel and the North Sea, is omitted by Garcie, although it is inserted in the Coustumes de Bretaigne. On the other hand, Garcie has made an addition to the fourth article as it stands in the English MSS., and he has introduced an article on the duties of pilots (No. 23), which differs materially from that which is found (No. XXIV.) in the English MSS. Cleirac has followed the example of Garcie in respect of all these articles, and the remaining twenty-four articles of Cleirac's work are but repetitions of the articles of Le Grand Routier with some slight modifications in their arrangement. The Editor forbears to speculate how Cleirac came to annex the certificate of A.D. 1266 to his work, but on a future occasion, if he shall be able to carry out his intention of presenting to the reader for the first time an English version of the Consulate of the Sea, he may return to the subject.

Opportunity has been taken in the notes appended to the Roll of Oleron of pointing out from time to time the variations which exist between Garcie's and Cleirac's respective works. It is unavoidable to conclude that both these writers derived their text from a common source, if Cleirac did not derive his text directly from

Le Grand Routier. One curious fact may be noticed, that both these writers speak of books as forming part of the cargo of a vessel, and of their being well closed and packed up for fear that they should be damaged by water; and it is provided in Article XXXII. of Garcie's edition, that where books so packed up should be thrown overboard, the presumption should be against the intention of the owners to abandon their property. This provision is suggestive of a new commerce, which must have grown up since the invention of printing books (A.D. 1465). Cleirac makes no remark upon this singular provision, but M. Pardessus calls attention to it, and observes that in A.D. 1474, which is ten years before the earliest period at which Le Grand Routier can have been composed, the works of almost all the first-class authors and of many of the second-class authors had been published in France in a printed form. It would be idle to suppose that in the days of Eleanor of Guienne the commerce in manuscripts could have been so considerable that it would frequently be an object for an overloaded vessel in stress of weather to cast overboard the manuscripts in order to lighten her cargo, and that it should have been thought of importance at that time to place on record the judgment of a maritime tribunal in such a case; but it would be perfectly intelligible that the labours of the printer should have had special protection accorded to them at sea in the reign of Louis XII., when Royalty in France was devising how to afford every encouragement to the art of printing, and how best to promote the circulation of the products of that newly-discovered art. This article, like several others which precede it, and which declare all persons to be excommunicated by Holy Church who take part in procuring vessels to be wrecked, and in plundering them when they are wrecked, savours of the hand of a wise clerk, who by a pious fraud was preparing the way for the authoritative assertion of the principles subse-

quently embodied in the Ordinance of Francis I. of A.D. 1543, and for the resumption of the right of wreck into the hands of the king, as lord paramount, in order to secure its equitable and benignant exercise. Ecclesiastical Councils [1] had long before, in the twelfth and thirteenth centuries, condemned the asserted right of the lord of the soil to wreck. Henry III. of England in A.D. 1226 had modified that right throughout all his dominions, including Oleron by name, and likewise Poitou and Gascony. The dukes of Brittany had agreed in A.D. 1231 by a treaty with Louis IX. of France to renounce the lord's right to wreck on condition of every ship trading in the ports of Brittany carrying with her briefs or letters of safety (briefs de sauveté), for which a fee was payable to the duke; but the ancient practice was revived at intervals, and it was not until Francis I. came to the throne, that royalty in France felt itself strong enough to enforce a more humane system. This was inaugurated by the Ordinance of 1543, which the Parliament of Paris, however, refused to affirm without modifications, and it was not until A.D. 1629 that the principles of that ordinance were fully carried out by an Ordinance of Louis XIII. This ordinance was subsequently embodied in the Ordonnance de la Marine of A.D. 1681 (l. iv. t. ix. Art. 1), a work worthy of the administrative genius of Colbert, and perhaps the grandest monument of the reign of Louis XIV.

[1] The Council of Nantes in A.D. 1127 and the General Council of Lateran in A.D. 1179 may be mentioned.

LIST OF MANUSCRIPTS COLLATED OR REFERRED TO IN THIS VOLUME.

THE DOMESDAY OF IPSWICH.

Additional MS. 25,012 in the British Museum, quarto, on vellum, consisting of fifty-two leaves. It is written in various hands of the early part of the 14th century, in many places having been erased and rewritten.

The contents are—

The Domesday of Ipswich, with a table of chapters preceding, fol. 2.

Additions to the same, "De Beremen, &c.," fol. 41.

Custumes apurtenantz a la ferme le Rey, fol. 42b.

Feoda militum de honoribus Lancastr. et Leycestr. in com. suff., fol. 47b.

Tenentes de feodo honoris de Richemund in Hundredo de Saunford, fol. 49.

Names of the Electors of the Town Jury, Tuesday after the Exaltation of the Cross, 3 Edward II. (1309), fol. 50.

The boundaries of the four "Letes" of Ipswich, fol. 51.

At the end (fol. 52) is this note in a hand of the 15th century: "Iste liber constat Johanni Cobet de Gippewico."

Additional MS. 25,011, in the British Museum, quarto, on vellum, consisting of 35 leaves. It was written in the time of Henry VI.

The contents are—

Translation of the Domesday of Ipswich as in Add. MS. 25,012, fol. 1.

Inquisition of lands held by the clergy of Ipswich in the second year of King John, fol. 23.

Additions to the Domesday as in Add. MS. 25,012, fol. 24b.

The Customys longyng to the ferme of the Kyng as in Add. MS., 25,012, fol. 25b.

Assise of bred, fol. 28.

Ordinances passed at various times, in Latin, fol. 29.

Nomina Burgensium Juratorum, fol. 32.

Nomina forinsecorum Burgensium, 2 John, fol. 33.

At the end is an entry relating to the election of "Servientes ad Clavam" to wait on the Bailliffs, dated Thurs. Vigil of St. Andrew, 15 Henry VI. [A.D. 1436].

Additional MS. 25,341 in the British Museum, being a translation of the Domesday of Ipswich, by W. Illingworth, F.S.A., Deputy Keeper of His Majesty's Records in the Tower of London, A.D. 1812.

THE JUDGMENTS OF THE SEA.

Additional MS. 10,146 in the British Museum, folio, on vellum, consisting of 105 leaves. It is written in a hand of the 15th century.

Its contents are—

A calendar in Latin, f. 1.

The extent of Guienne and of Gascony, with their dioceses enumerated. In the dialect of Bordeaux, f. 7.

The Costumier of Bourdeaux in the dialect of Bourdeaux, f. 8b.

This is divided at f. 76 where the roll of the town of Bourdeaux ends, and the words occur, "Hic finitur Rotulus ville Burd." The title Deus establimens de la villa de Bordeu is prefixed to the continuation of the Customary, which is followed by several charters of the kings of England and of France

La Costuma de Royan, containing a table of custom duties in the dialect of Bordeaux, f. 93.

A Charter of Louis XI. of France in Latin, addressed to the Mayor, Jurats, and Commune of Bordeaux, f. 100b.

Les Costumes Doleron et deu jutgamen de la mer en tot cas, in the dialect of Bordeaux, f. 102b.

The book stamp of the Royal Academy of Sciences of Bordeaux is stamped in several places in the volume. This MS. is thus described in the printed Catalogue of Additions to the MSS. of the British Museum, 1836-1840.

" The Costumier of Bordeaux, containing the laws
" and priveleges of the city, and the charters granted
" by various kings of France and England, to the time
" of Louis XI., with the Costumes of Oleron; written
" partly in the dialect of Bordeaux, partly in Latin.
" On vellum, of the XVth century. Folio [10,146]."

Liber Memorandorum, in the Archives of the Guildhall of the city of London. 4to. vellum, early in the 14th century.

Sloane MS. 2,423, in the British Museum, 12mo. vellum. Early in 16th century. This MS. has been erroneously described in the Introduction to the Black Book as late in the 15th century.

Leghorn MS. in the Archives of the Guildhall of the city of Leghorn, of the middle of the 15th century.

The Customs of the Commune of Oleron.

Douce MS. 227, in the Bodleian Library, Oxford, small quarto, on vellum, consisting of 80 leaves. It is written in a hand of the 14th century.

Its contents are a collection of usages and customs and judgments compiled by Guillaume Guischos, clerk of the Commune of Oleron, under the direction of the mayor of the commune.

At the end are written the opening words of St. John's Gospel in Latin, followed by the following colophon: "Iste liber est magistri Johannis Ramberti, cui "detur paradisus, et fuit completus anno domini "MCCCXL. quarto, scilicet decima die mensis Feb- "roarii."

After which, in a later and much smaller hand, "Ce "sont les chouses, qui devent costumer qui passent par "le corea Dolleron," which is followed by a table of custom-house duties payable on goods passing by Oleron.

This MS. is described in the Catalogue of the MSS. of the Bodleian Library as a "Collection of cases and "regulations apparently compiled by the community of "Oleron, A.D. 1344," which is the description given of it by Mr. Luders, who saw it when it was in the possession of Mr. Douce, and who observes that it may have been composed earlier than the year in which it was copied.

In conclusion the Editor has to express his thanks to the Curators of the Bodleian Library, Oxford, for their kindness in allowing the Douce manuscript to be sent up to the British Museum for inspection and collation, and to the Rev. H. Octavius Coxe, Bodley's librarian at Oxford. He has also to express his thanks to Sir Albert William Woods, Garter, for the facilities afforded to him of examining certain manuscripts in the Heralds' College, and also to Sir Thomas Duffus Hardy, Knt., the Deputy Keeper of the Public Records, and Edward A. Bond, Esq., the Keeper of the Manuscripts in the British Museum, for their courtesy on all occasions of the Editor requiring access to manuscripts. He has also to thank Daniel Burges, Esq., the town clerk of the city of Bristol, for his information respecting the Little Red Book in the archives of that city,

and to Thomas Hester, Esq., the town clerk of the city of Oxford, for his information respecting the records of the ancient customs of that city. He has also to express his great obligation to Edward Maunde Thompson, Esq., the Deputy Keeper of the Manuscripts in the British Museum, for his valuable aid in deciphering and collating various manuscripts in that Museum.

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[TABLE DES MATIÈRES.]

Add. MS. 25,012. f. 2.

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§ De assoygne pur tenantz comun ou en parcenerie . . cap°. secundo.

De assoygnes pur exeqetours . cap°. iij°.

De assoygne du service le Roy . cap°. iiij°.

De brefe de dreyt . . . cap°. v°.

De fresche abatement . . cap°. vj°.

De fresche nusaunce . . cap°. vij°.

De wast . . . . cap°. viij°.

De reconissaunce de fraunke tenement . . . . cap°. ix°.

De mesoun qe se abece sour autri mesoun . . . . cap°. x°.

De reconissaunce de fraunke tenement en cas de reversioun, &c. cap°. xj°.

De reconissaunce de rente . cap°. xij°.

De fresche abatement pur tenement enclos . . . cap°. xiij°.

De tenementz qe gisent frisches . cap°. xiiij°.

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Of assoynes for executourys . ca^{o}. iij^{o}.

Of assoyne in seruise of the kyng ca^{o}. iiij^{to}.

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Of recongnisaunce of rente . ca^{o}. xij^{mo}.

Of fressh abatement for tenement in clos . . . . ca^{o}. xiij^{mo}.

Of tenementes that lyene fresshe . ca^{o}. xiiij^{mo}.

Of fresshe abatement ayens a tenaunt that contrapledeth his lord . . . . ca^{o}. xv^{mo}.

Add. MS. 25,012.

De tenement devisables e proue de testamentz . . . cap°. xvj°.
De tenement devise a enfaunt dedenz age . . . cap°. xvij°.
De tenement devise qe ne est pas devisable . . . cap°. xviij°.
De tenement devise a acun taunt com il est hors de payis . cap°. xix°.

De rente devise . . . cap°. xx°.
De nurture auer . . . cap°. xxj°.
De prosces fere en brefs vescuntals e en pleyntes par gage e plegge . . . . cap°. xxij°.
f. 2 b. De baterye saung tret, &c. . cap°. xxiij°.
De trespas fait as chefs baillifs ou as corouners . . . cap°. xxiiij°.
De trespas fait as subbaillifs . cap°. xxv°.
De forstallerye de peyscun̄ e des pulleters . . . . cap°. xxvj°.
De regraters qe vendunt as autres regraters . . . cap°. xxvij°.
De temps de achat ordene pur regraters en meyme le marche de peyscoun . . . cap°. xxviij°.
De peyscoun trencher en cel marche cap°. xxix°.
De peyscoun garde e freys outre temps couenable. . . cap°. xxx°.
De pokyeres qe medlent ble purry cap°. xxxj°.

De pulleters . . . cap°. xxxij°.
De contract de marchaundise . cap°. xxxiij°.
De dette ou damages derrenez . cap°. xxxiiij°.
De damages enhaucer . . cap°. xxxv°.
De ceux qe achatent les biens des marchauntz estraunges e malement payent . . . cap°. xxxvj°.

Of tenementes departable and preeff of testament . . . ca°. xvj^mo. Add. MS. 25,011.
Of tenementes . . . ca°. xvij^mo.

Of tenement departed that ys not departable . . . ca°. xviij°.
Of tenement departed to eny persone while he is out of the countre . . . . ca°. xix°.
Of rente departed . . . ca°. xx^mo.
Of norture to have . . ca°. xxj^mo.
Of prosses to make in wryt shirrevys and in pleyntes be wed and borugh . . . ca°. xxij^do.
Of debatt blood drawen . . ca°. xxiij°.
Of trespas doon to the cheeff ballives or to the coroner[es] . ca°. xxiiij^to.
Of trespas doon to the subballyves ca°. xxv^to.
Of forstallyng of fysshe and of pulterys . . . . ca°. xxvj^to.
Of regrateres that sellyne to othere regraterys . . . ca°. xxvij^mo.
Of tyme of beyng ordayned for regraterys in the same fysshemarkett . . . ca°. xxviij°.
Of fysshe cutt in the same market ca°. xxix°.
Of fysshe kept fresshe owt of covenabele tyme . . . ca°. xxx^mo.
Of pokyeres that medelyne rotyn corne . . . . ca°. xxxj^mo. f. 1 b.
Of pulterys . . . ca°. xxxij^do.
Of contractys of marchaundyse . ca°. xxxiij°.
Of dette or damages recured . ca°. xxxiiij^to.
For to enhauncen damages . ca°. xxxv^to.
Of hem that beyen good of straunge marchauntes and evel payene . ca°. xxxvj^to.

Add. MS. 25,012.

De woluard enouster . . cap°. xxxvij°.
De renable partye . . cap°. xxxviij°.
De chartre quiteclame ou autre escryt trier sil seyt dedyt . cap°. xxxix°.
De taillie saunz seal prouer . cap°. xl°.
De espe rendre . . . cap°. xlj°.
De destresce fere burgeys sour autre . . . . cap°. xlij°.
§ Coment burgeys peot destreyndre foreyn . . . . cap°. xliij°.
§ Coment burgeys deyt partyr ouesqes burgeys et ou ousqes foreyn en marchaundise . cap°. xliiij°.
f. 3. § De veue de fraunke plegge . cap°. xlv°.
§ De defens de wast pendaunt play cap°. xlvj°.

§ Ke nul ne preygne en gage leyne ne fyl de poures pygneresses, &c. . . . . . cap°. xlvij°.
§ De chose adyree . . . cap°. xlviij°.
§ De attorne receyvre . . cap°. xlix°.
§ De reconyssaunce receyvre horde de court ou contractes de marchandise . . . . . cap°. l°.
§ Coment vedue deyt tenir soun fraunke baunke . . cap°. lj°.
§ De dowarye . . . cap°. lij°.
§ Coment vedue deyt reioyir la fraunchise de la vyle . . cap°. liij°.

For to puttene of wolvard .	ca°. xxxvij^{mo}.	Add. MS. 25,011.
Of renable party . . .	ca°. xxxviij^{vo}.	
Of chartre and quyt or oyer script for to trien yif it be withseyd .	ca°. xxxix°.	
For to proven tayle withoute seel	ca°. xl^{mo}.	
For to yelden swerd . .	ca°. xlj^{mo}.	
For on burgeys to make distresse on an other . . .	ca°. xlij^{do}.	
How a burgeys may distreyne a forreyne	ca°. xliij°.	
How a burgeys owethe party wyth burgeys and with foreyne marchaundes . . .	ca°. xliiij^{to}.	
Of the lete . . .	ca°. xlv^{to}.	
Of the fens of wast hangyng the plee	ca°. xlvj^{to}.	
That none ne take in wed woll ne such other pore poueryale .	ca°. xlvij^{mo}.	
For a thyng a diree . .	ca°. xlviij°.	
For to reseyvene attourne .	ca°. xlix°.	
For to reseyvene a reconisaunce out of the court in contractes of marchaundes . . .	ca°. l^{mo}.	
[How [1] a wydue owethe to have her fre banche . . .	ca°. lj°.	
[Of dowarye . . .	ca°. lij°.	
How a wydue owethe to reioysen the fraunchise of the toune .	ca°. lj^{mo}. [liii°.]	

[1] The English table of contents, as regards the numbering of the chapters which follow the fiftieth chapter, is incorrect in consequence of the omission to notice the two chapters on the Fre Banche of Wydues and on Dowarye, which are numbered li. and lii. in the French Table. There is a further confusion in the numbering of the chapters themselves, owing to the chapter, which follows immediately after chapter lii., being also numbered lii. in the English translation. The numbers which have been added by the editor in brackets agree with the numbers of the corresponding chapters in the French text.

Add. MS. 25,012.

§ Ke homage ne fealte seyt fete des tenements en Gippewyz . cap°. liiij°.

§ Coment femme coverte de baroun deyt respoundre en play de trespas saunz soun baroun . cap°. lv°.

§ Coment le baroun deyt respoundre de la decte de sa femme . cap°. lvj°.

§ De macecreuz qe aportent carcoys saunz quyrs, &c. . . cap°. lvij°.

§ De macecreuz qe vendunt chars sursemez, &c. . . . cap°. lviij°.

§ De keus qe gardent vyaundes outre temps, &c. . . . cap°. lix°.

§ De hostete de marchauntz estraunges, &c. - . . . cap°. lx°.

§ De burgeys de la vyle qe empledunt autres burgeys de la vyle countre la fraunchise, &c. . cap°. lxj°.

f. 3 b. § De ceux qe countrepledunt la allouaunce de la fraunchise, &c. . cap°. lxij°.

§ Qe nul foreyn marchaunt seyt receu burgeys, &c . . . cap°. lxiij°.

§ De gages vendre apres jour de payement passe, &c . . cap°. lxiiij°.

That homage and feute be done of tenementes in Geppyswiche . caº. ljmº. [livº.] Add. MS. 25,011.

How a woman covered vnder husbond owethe to answeren in plee of trespas with owte her husbond . . . . caº. lijdº. [lvº.]

How the husbond oweth to answere for his wyffes dette . caº. liijº. [lviº.]

Of bocherys that beryne carcoyses with oute skynnes . . caº. liiijtº. [lviiº.]

Of bocherys that sellyne roten flesshe . . . . caº. lvtº. [lviiiº.]

Of hem that kepyne vytaylles out of tyme . . . . caº. lvjtº. [lixº.]

Of hostes of straunge marchaundes caº. lvijmº. [lxº.]

Of burges of the toune that empleten other burgesys ayens the fraunchise of the same toune . caº. lviijº. [lxiº.]

Of hem that countrepletyn the allouaunce of the fraunchise . caº. lixº. [lxiiº.]

That non foreyne marchaund be resceyved Burges . . caº. lxmº. [lxiiiº]

For to taken wed of the day of payment passed . . caº. lxjmº. [lxiv.]

Add. MS. 25,012.

§ De ceux qe descourent le prive cunseyl de la vyle e qe cuntre-pledent par malice le honur e la fraunchise, &c. . . cap°. lxv°.

§ De burgeys qe faucement avouent autri chatel, &c. . . cap°. lxvj°.

§ De marchaundise remener vers ewe, &c. . . . cap°. lxvij°.

§ De temps de vente de marchaun-dises au cay, &c. . . cap°. lxviij°.

§ De vente de peyscoun de escale, &c. . . . . cap°. lxix°.

§ De age de la vyle, &c. . . cap°. lxx°.

§ De manace fere, &c. . . cap°. lxxj°.

§ De arme saker en presence de bayllifes, &c. . . . cap°. lxxij°.

§ De prosses en play de esclaundre. cap°. lxxiij°.

§ De comunes tenceresses . . cap°. lxxiiij°.

§ De xij. jureez de la vyle, &c. . cap°. lxxv°.

§ De subballifs qe se feygnent en lour office . . . cap°. lxxvj°.

Add. MS. 25,011. f. 2.

Of hem that discuren the privy consel of the toune and ye contrepletyn be malice ye worshippe and ye fraunchise . ca°. lxij^do^. [lxv°.]

Of burgesys that falsly avowyne other catell . . . ca°. lxiij°. [lxvi°.]

For to ledyn merchaundyses toward the watyr . . . ca°. lxiiij^to^. [lxvii°.]

Of tyme of sellyng of merchaundise at the key . . ca°. lxv^to^. [lxviii°.]

Of sellyng of fysshe with the shelles ca°. lxvj^to^. [lxix°.]

Of age of[1] the toune . . ca°. lxvij°. [lxx°.]

Of manas maad . . . ca°. lxviij.° [lxxi°.]

Of knyves drawying or armys shakyng in the presence of the ballyves . . . ca°. lxix°.] [lxxii.]

Of proces in plee of enslaundre . ca°. lxx^mo^. [lxxiii°.]

Of comoune chyderys . . ca°. lxxj^mo^. [lxxiv°.]

Of xij. men sworne of the toune . ca° lxxij°.] [lxxv°.]

Of subballyves that feynen hem in her office . . . ca°. lxxiij°. [lxxvi°.]

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[1] Here is inserted in a xvi^th^ cent. hand "of Infantes wch maie sell or "geve there lond or leate the same "within."

Add. MS. 25,012.

§ De subballifs qe portent males paroles entre gentz . . capo. lxxvijo.

§ De comun clerke de la vyle . capo. lxxviijo.

§ De ley fere en play de dette entre burgeys, &c. . . . capo. lxxixo.

§ De pestours qe trespassent countre lassise . . . . capo. lxxxo.

§ De braceresses, &c. . . capo. lxxxjo.

§ De vyn corumpu dampner . capo. lxxxijo.

§ De mesures de la vyle assayer . capo. lxxxiijo.

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[1] At the foot of this page (f. 3 b) is the following entry in a later hand of the 14th cent.:—

M[d] quod libertas villæ Gippewici allocata fuit per Justiciarios de Banco tempore regis Edwardi filii regis Edwardi anno regni sui xvijo. termino Michaelis inter Johannem filium Semanni le Lange petentem et Robertum filium Rogeri le Glovere capellanum et Petrum Permynhod deforcientes —— rotulo lxxxxviijo. Quia hujusmodi libertas per breve domini ' ejusdem ' regis alias scilicet [de termino] Hillarii anno regni sui vto. allocata fuit—— rotulo lxxxxvo. (?)

Add. MS. 25,011.

Of subballyves that well woord be twixe the pepele . . caº. lxxiiijº. [lxxviiº.]

Of the comone clerk of the toune. caº. lxxvmº. [lxxviiiº.]

Of lawe to done in plee of dette a mong burgeyses . . caº. lxxvjº. [lxxixº.]

Of baxterys that trespasyne a yens the syse . . . caº. lxxvijº. [lxxxº.]

Of bruerys . . . . caº. lxxviijº. [lxxxi.º]

For to dampnene wyne corupt . caº. lxxixº. [lxxxiiº.]

For to assayene mesure of the toune . . . . caº. lxxxmº. [lxxxiiiº.]

LE DOMESDAY DE GIPPEWYZ.

THE DOMUS DAY OF GIPPESWICHE.

LE DOMESDAY DE GIPPEWYZ.

Add. MS. 25,012. f. 5.

Ceo est le Domesday des Leys e des Usages de la [ville de Gippewyz.][1]

Pur ceo qe le veuz Domesday des leys e des aunciens usages de la ville de Gippewyz, e autres roules e remembraunces de meyme la ville par un fauz comun clerke de la dite ville esteyent emportez e faucement elloygniez, apres quel Domesday issi emporte e elloygnie, les leys e les aunciens usages de meyme la ville meynte feze esteyent e unt estez voluntrivemet[2] hors de lour dreyte fourme chaungez. Ceo est asaver un jour une ley ou un usage pur un, e un autre jour un autre pur un autre, solom ceo qe les choses furent meyntenues a la feze par favour des juges, a la feze par emparnours des bosoygnes[3] e procurementz des amys, dunt souent par teux maneres des meyntenaunces, emprises, e procurementz plusoures gentz countre resoun e bone fey e countre les leys e les certeyns usages de la dite ville unt estez grevez, e ceo a graunt esclaundre de la

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[1] The words in brackets are faded out.

[2] *voluntrivemet*] volentriment, volontairement, Roquefort, Glossaire.

[3] *emparnours des bosoygnes*] undertakers of business. Kelham translates *emparnours* undertakers of suits.

THE DOMUS DAY OF GIPPESWICHE.

[This is the Domus day of the Lawes and of the Vsages of Gippeswiche.]

For as much as the elde Domus day [1] and the elde vsage of the toune of Gippywyche[2] and other rollys and remembraunces of the same toun by a fals common clerk of the forseyde toune weryn borne awey and falselich aloyned, after which Domus day so boren a wey and aloyned the lawes and the olde customes and vsages [of the same toune] of ten tymes werne [designedly] put owte and chaunged from her righte foorme, that is to wetene, oon day for a nother, and oon custom for an other, and on vsage for an other after that thyng were meynteyned, sumtyme be favour of juge, sumtyme be emparnours of nedys, and procuremente of frendes. Wherfore often tymes be swiche maner of meyntenaunce or takynge and procuremente fele folk a zeyn resoune [3] and good feyth, and a zeyne the lawes and the certayne vsages of the toune hene bene greved, and Add. MS. 25,011.

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[1] *the elde domus day*] The original Roll, termed "the Domesday," was drawn up in the second year of the reign of King John under the authority of a charter granted in the same year of that king, and was of right in the custody of the bailiffs of the town. Wodderspoon states that it was borne away by one John Blake, the town clerk, who, having committed felony and escaping from the hands of justice, carried off the Roll, in which the laws and customs of the town were recorded. Memorials of Ipswich, p. 206.

[2] *Gippywyche*] The name of the town is spelt Gippeswiche and Geppyswiche in other parts of the MS.

[3] *fele folk a zeyn resoun*] many persons against reason. The editor has thought it more advisable to print the text of the English MS. precisely as it is written, than to attempt to correct the variations of spelling, and the capricious or careless manner of uniting and dividing words. The words within brackets are not in the MS., and the punctuation has been added in many places.

Add. MS. 25,012. ville e emblemissement[1] des leys e des usages de meyme la ville. La comunalte de la dite ville veaunt qe honurable chose est e covenable pur la dite ville teles defautes cum avaunt sunt dites redrescer e amender e mettre en certeyn, en lan du regne le Rey Edward fitz le Rey Henrie xixme en temps Johan Clement e Vivien Silvestre adunke bayliffs de la dite ville de Gippewyz, meyme la comunalte de une volunte e un assent ad ordene qe les leys e les usages de meyme la ville a plus pres qe hom les peot par bon avisement estimer solom ceo qe eynz ces houres unt este usez, auxi bien pur comun proffyt des estraunges cum des privez de la ville, seyent apartement mys en Domesday[2] e ensealez du comun seal de la ville, issi qe les baillifs e les burgeys de meyme la ville e lour heyrs e lour successours a tutz jours de meyme les leys e meyme les usages pussent certeyne conissaunce aver. E a cestes choses profere en la fourme avauntdite, la dite comunalte de un cunseyl e un assent unt elluz xxiiij. qe a ceo sunt jurez, des plus sages e meuz avisez de meyme la ville, qe meuz se conussent en les leys e en les usages avauntditz. Ceo est asaver § Phelip Harneys, Johan Clement, Vivien Silvestre, Thomas Aylred, Johan de Caustone, Johan Harneys, Laurenz Haraud, Hughe Haraud, Johan Leu, Richard Leu, Thomas Stace, Johan de Whatefeld, Thomas le Rente, Thomas le Mayster,
f. 5. b. Laurenz Cobbe, Arnaud le Pelleter, Thomas de la Pere, Nichole le Clerk, Wilham le Mayden, Elyz le Keu, Richard Clement, Gilbert Roberd, Alisaundre Margrete, e Johan de Bresete.

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1 *emblemissement*] This word should properly be written as two words, en blemissement, as in chap. lxi. below.

2 *Domesday*] The MS. in the British Museum is a very early copy of this Domesday, if not a duplicate of it. It is written in various hands of the early part of the XIVth century, in many places having been erased and re-copied.

that to grete esclaundre of the toune and enbleschement of the lawes and the vsages of the same toune. The comounalte of the forseyd toune seyng that honurable thyng ys couenable for the same toune suche defautes as bene aforeseyd redressyn and amendyn, and puttyn in certayn, in the yere of the regne of Kyng Edwarde the sone of Kyng Herry xix.,[1] in tyme of John Clement and Vivien Silvester, thaune ballives of the forseyd toune of Gippiswich, the comounalte of oon wille and oon assent ordayned that the lawes and the vsages of the same toune as soon as men myghten be good avisement estymyn, after that a foren that tyme hit hadden ben as wel for common profyt of straungeres as for pryvys of the toune, that hit shulden ben apertly put in Domys day and enseled with the comoun seel of the toun, so that the ballives and the burgesys of the same toun and here heyres and here successoures at alle daies of the same lawes and the vsages myghten hane certain reconisaunce and knowyng, and to parforthyn in this thyng in foorme aforeseyde, the same comounalte of oon conseyll and oon assent chesyne xxiiij. men that weryn swoorne of the most wise and best avised of the same toun, that best knewyne in the lawes and in the vsages aforeseyde, that is to weten, Philipp Harneys, John Clement, Vivien Silvestre, Thomas Aylred, John of Causton, [John] Harneys, Laurence Horold, [Hugh Horold,] John Lew, Richard Lew, Thomas Stace, John de Whatefeld, Thomas le Rente, Thomas Maister, Laurence Cobbe, Arnold Polter, Thomas of the Stone, Nicholas le Clerk, Willam le Maiden, Elys the Cook, Richard Clement, Gilbert Rolert, Alisaundre Margaret, and John Breset, &c. Add. MS. 25,011.

[1] *nineteen*] This year was a memorable year for the town of Ipswich, as King Edward I. restored to the burgesses of the town their liberties, which he had seized and kept in his own hand during the six preceding years. During that period a Provost appointed by the king had governed the town.

Add. MS. 25,012. Cap. i. Des jours des grauntz pletz qe sunt apellez portmanemotes, e des pletz de la coronne e des menuz pletz qe sunt pledez par gage et plegge. E des pleyntes solom ley marchaunde et ley marine. E des pletz en temps de feyre. E de assoygnes en meyme les pletz.

Au comencement use est en la dite ville de Gippewyz qe les graunt pletz de meyme la vyle qe sunt appellez portmennesmotes seyent pledez a tutz jours devaunt les baillifs de la dite vyle de quinzeyne en quinzeyne, e ceo par jour de Jeody, as queux jours les brefs de dreyt e tutz autres pletz qe sunt pledez par brefs le Rey, e ensement les pletz qe tuchent fraunke tenement qe seyent pledables en meyme la vyle saunz bref seyent pledez, horpris les pleyntes de fresche abatement e de nussaunce, qe sunt pledables par gage e plegge[1] solom usage de la vyle, qe par plus bref ajournement e plus hastyf, remedye covendrunt estre pledez e termynez, cest asauer chescun ple en sa nature solom les leys e les usages de la dite vyle en les maneres qe apres ensuent. Les pletz de la coroune seyent pledez a meyme les jours de portmennesmotes devaunt les baillifs e les corouners de la vyle, horpris des cinsours des bourses ou larouns pris ou petite meyneoure ou ovesqes graunt meyneoure a la sute de

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[1] *par gage et plegge*] Britton, in his chapter on Distress (l. 1. ch. xxviii. § 6, De Prises d'Avers), explains the mode of proceeding par gage et plegge. Lors vint le pleyntif et demaunda ses avers quites, et aver ne les pout, puis ly tendi gage en noun de pes, et offri pleges de venir en sa court ou aylours de ester a dreit, si ren ly savereit demaunder, il jalemeyns encountre gage et plege a tort les detynt, et detener fist, jekes a taunt qe mesmes les bestes furent deliverez par le viscounte. The proceeding seems to have been very simple. The plaintiff tendered security and offered pledges to appear in court to stand to justice, if the defendant had any demand against him. Britton in his xxixth chapter, "De Dette," states, in what cases proceedings par gage et plegge without a writ of the crown were still allowed. En countez ausi par devaunt nos viscountes et les sutiers, et en hundrez et en courtz des fraunes hommes poent estre pledez sauntz nos brefs par gage et pleges simplement pletz de trespas et de dettes, issi qe les biens emportez en les trespas, ne les dettes demaundez ne passent mie xl. *s.* The permission of the crown for the subject to proceed in such cases without a writ of the crown was equivalent to excusing the subject from the payment of a fee for permission to sue his debtor.

Add. MS. 25,011.

j.

At the gynnyng it is vsyd in the foreseyde toun of Gippeswiche, that the grete plees of the same toun that ben [called] Portmannysmotes[1] shuld bene pleted at alle dayes a fore the ballives of the toun, from xv. dayes to xv. dayes, and that ben Thrusdayes, att which dayes the writtes of ryght and all othere writtes and plees that bene pleted by writtes of the kyng, and also the plees that touchen fre tenement, that ben pletable in the same toune with outen wryt, shuld ben pleted, oute takyne the pleyntes of fresshe abatement and of nusance, that ben pleted be wed and borugh after vsage of that toun, wheche ben the most short aiournyng and most hasty remedye owen to ben pleted and determined, that is to weten, eche plee in his kynde after the lawes and the vsages of the forseide toun that afterward folowyn. The plees of the coroune shulden ben pleted the same dayes of portmennysmootes, a forn the ballives and the corounere of the toun, owt takene cutpurses or theves taken with litell menure or with gret menure in sute of

The dayes of grete plees that ben cleped Portmannysmootes, and of plees of the coroun, and of lesse plees that ben pleted be wed and borugh, and of plees after f. 3. the lawe of marchaundyse and lawe of the see, and of plees in tyme of feyre, and of assoynes in the same plees.

[1] *Portmannysmotes*] Under the charter of King John twelve capital portmen were elected from amongst the most fit, discreet, and wealthy of the burgesses of the town of Ipswich, who exercised within the borough a jurisdiction analogous to that of the twelve thanes of the hundred court in the open country. The author of the Liber Albus of the city of London, in commenting on the name "Portgrave," by which term the chief magistrate of the city of London is designated in the charter of William the Conqueror, says, p. 13, "Port," enim, Saxonice et Teutonice, Latine "civitas" appellatur. Cowell in his Law Dictionary cites instances of the term Portmannimote being applied to the courts of inland towns having no communication with the sea. The Bailiff's Roll at Ipswich, made in the second year of the reign of King John, has the following entry: "Also "on the same day it is ordained by "the common council of the same "town that hereafter there shall be "in the said borough twelve capital "portmen sworn, in manner as they "are *in other free boroughs of England*, and that they shall have "full power for themselves and "the whole town to govern and "maintain the aforesaid borough, "and all the liberties of the same "borough, and to render the judgments of the town, and also to "ordain and do all things in the "same borough, which ought to be "done for the state and honour of "the town aforesaid." It appears

Add. MS. 25,012. estraunge homme passaunt, com en temps de foyre ou de comun jour de marchee. Les pletz qe sunt pledez par gage e plegge, qe sunt appellez meunz pletz, entre gentz residentz e demorauntz en meyme la vyle, seyent pledez par deux jours en la semeyne, si les baillifs de la vyle ne seyent par certeyn enchesoun[1] desturbez, e adunkes facent eux crier e ajourner meyme les pletz secres a un autre jour en meyme lestat, qe adunkes sunt. Les pletz entre gentz estraunges, qe lem appele pepoudrous,[2] seyent pledez de jour en jour, si le pleyntyf ou le deffendaunt prie tel ajournement. Les pletz en temps de foyre entre gentz estraunges passauntz seyent pledez de houre en houre, auxibien apres manger, cum avaunt. E cest asaver des pleyntes attachez en meyme le temps de foyre. E les pletes attachez a la ley marine, cest asaver pur mariners estraunges passauntz, e pur ceux qe ne attendent
f. 6. forkes lour mareye, seyent pledez de mareye en mareye. E fait asaver qe en ces treys maneres des pletz, com entre pepoudrous e en temps de foyre e en ley maryne, com avaunt est dyt, seyent iij. essoygnes de mal de venue[3] allowez al une partye e al autre, si les veoyllent

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[1] *enchesoun*] Cause or occasion. Kelham.

[2] *pepoudrous*] The court of dusty feet. The provision that this court, in which pleas were holden between strangers, was to be held from day to day, seems to point to a court of a more permanent character, and different from that known subsequently by the term Pipowders (17 Edw. IV. ch. 2), which administered justice to buyers and sellers in time of fairs, and sat from hour to hour. Bracton (L. v. Tr. 1. ch. vi. § 6), in enumerating the cases in which a short summons was allowable, says, "Item propter personas, qui celerem habere debent justiciam, sicut "sunt mercatores, quibus exhibetur "justitia Pepoudrous, et sic ex "causa moderatur tempus sum- "monitionis et continet minus tem- "pus quandocunque quam spacium "quindecim dierum." Coke in his 4th Institute says, "there may be a "court of pipowders by custom "without either fair or market."

[3] *essoygnes de mal de venue*] This was the generic term for all essoynes on account of disturbance. L'essoigne de disturbance est devisable, ou de maladie ou de autre distur-

a straunge man passaunt, as in tyme of feyre or of comone markett. The plees that ben pleted by wed and borughe, that arne cleped litel plees, be twixen folk sittyng and duellyng in the same toun, shulden be pleted by ij. dayes in the weke, zif the ballyves of the toune be not be certayne cause letted, and thanne they shulden doon cryen and aiourne tho same plees till an other day, in the same staat that they weren thanne. The plees be twixe straunge folk that men clepeth pypoudrus, shuldene ben pleted from day to day, zif the pleyntyff or the defendaunt preye of suche aiournyng. The plees in tyme of feyre be twixe straunge and passant shuldene bene pleted from hour to hour, as weel in the fore noon[1] as after noon, and that is to wete of pleyntes yovene and bygunnyn in the same tyme of feyre, and the plees yoven to the lawe maryne, that is to wite, for straunge marynerys passaunt and for hem that abydene not but her tyde, shuldene ben pleted from tyde to tyde; and it is to wetyne that in this iij. maners of plees, as betwixen pypoudrus and in tyme of feyre and in lawe maryn, as it is afore seyd, shulde bene iij. essoynes of lyeng seek[2] allowed to that oon partye and vn to the other, zif they wulle assent

Add. MS. 25,011.

from the same Roll that the two bailiffs and four coroners were of the number of the twelve capital portmen. Portmeadow at Oxford was the portmen's meadow. Lord Coke, on the other hand, in his 4th Inst., defines a portmote as "a " court kept in haven-towns or " ports, and therefore taketh his " name *curia portus*."

[1] *fore noon*] Noon was the time of the principal meal (manger) of the day. It appears from Fortescue (De Laudibus Legum Angliæ, ch. 51) "that the justices of Englande " sat not in the king's courts above " iii. houres in a day, that is to say, " from viii. of the clock in the fore- " noone til xi. complete. For in " the afternoones those courts are " not holden or kept. But the " suters then resort to the perusing " of their writings, and elsewhere " consulting with the serjeants-at- " law, and other their counsaylors."

[2] *lyeing seek*] Glanville, L. i. ch. 11., distinguishes between the essoin de infirmitate veniendi and the essoin de infirmitate reseantisæ,

Add. MS. 25,012.

quere. E ensement en tutz autres pletz attachez devaunt les baillifs de la dyte vyle de Gippewyz par brefe ou saunz brefe seyent allowez iij. essoygnes auxibien pur le demaundaunt cum pur le diffendaunt, e auxibien apres chescune apparaunce cum devaunt, horpris en play de fresche abatement e en play de nusaunce plede par gage e plegge.

Cap. ijᵒ. De assoygne pur tenantz comun ou en parcenerie.

E horpris en cas ou plusours tenent en comun ou en parcenerye e seyent enpledes ou vouchez agaraunt en comun, qe si un de eux querge ses primers delays par essoygnes, e les autres appergent en court, qe tut se facent il assoygner al autre jour apres cele apparaunce par voye de fourcher.[1] Ne seyt pas tele assoygne allowe nyent plus qe ne serreyt pur un soul tenaunt.

Cap. iij. De assoygnes pur exeqetours.

E ensement en cas ou plusours exeqetours seyent enpledez de la dette le mort, qi exeqetours il sunt. Ne seyent il pas receuz de fourcher par essoygnes, mes qe taunt soulement une feze avaunt apparaunce, e une autre feze apres, issi qe chescun de eux eyt une feze soun turn saunz plus. E si en autre manere fourchent par essoygnes, ne seyt pas lassoygne allowe.

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bance, come est de ceux que sont prise de enemies cheminant le court, et issint disturbes, ou per ponts, bridges, ou enemies discries, ou per tempest ou d'autre reasonable disturbance que ils nount poiar de apparer en jugement al jour. L'essoigne de disturbance et maladie est devisable, ou de languors que est appele de mal de lect, et celuy prent respite per un an, on de malady passant, et celuy ne prent respite forsque al foer de l'essoigne common. Et cestes essoignes de disturbance sont essoignes de mal de vener. Le Myrrour des Justices, ch. 11. s. xxx. 2.

[1] *fourcher*] Joint defendants were said to fourche (furcare) by essoin, when they appeared severally and in turns (vicissim), and each one cast an essoin. The abuse of this liberty in the case of co-parceners and tenants in common, which had become excessive, was restrained by the statute 3 Edw. 1. ch. 43.

or axene it. And also in alle other plees yovene be fore the ballives of the foreseyd toune of Gippeswyche, be wrytt or with owte wrytt, shulden ben allowed iij. essoynes, as weel for the pleyntyff as for the defendaunt, and as weel after eche of hem apperyng as a fore, owt take in plee of fressh abatement and in plee of nusance pleted be wed and borughe, &c. Add. MS. 25,011.

ij. Of assoyne for tenauntes in comoun or in parceneyre.

And owt takyne in plees where that many pletyn in comoun or in parceneyr, and ben pleted with vouche agarant in comoun, which zif oon of hem be seek and axene[1] the ferste delayes be essoynes, and that other aperyn in court, they shulden doon alle essoynene til an other day after that apparaunce be weye of fourch,[2] ne be that essoyne alowed no more thanne it shuld ben for oone tenaunt a lone.

iij. Of assoynes for executourys.

Also in caas where many executorys ben enpleted for the dette of the dethe, whos executorys they ben, shul not be resseyved of fourche be a essoyne, but that alle oonly in tyme before the apparaunce and an other tyme after, so that everyche of hem have oon tyme his turne with owte more. And zif other maner they fourchyne be essoyne, thanne ben not the essoynes allowed, &c.

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of which the first was afterwards termed de malo veniendi, and the latter de malo lecti. "Lyeing seek" would thus be an inaccurate translation of the French phrase, mal de venue.

[1] *be seek and axene*] The English text is redundant as regards the words "be seek and."

[2] *fourch*] This provision accords with the statute 3 Edw. I. ch. 43, called the statute of Westminster I., by which it was enacted that tenants in parcener should no more fourche by essoin, but have only one essoin as a sole tenaunte has.

Add. MS. 25,012. Cap. iiij. De assoygne du service le Roy.

Item use est en la dite vyle, qe en chescun play pendaunt devaunt les baillifs de meyme la vyle par brefe ou saunz brefe ou iij. essoygnes seyent allowez, seyt assoygne du service le Rey allowe, horpris en treys maneres des pletz, cest asaver la ou hom plede de jour en jour, com pe poudrous, ou en temps de foyre de houre en houre, ou al a ley marine com de mareye en mareye, en nul de ces treys plez ne seyt nul tel assoygne allowe au pleyntyfe ne al diffendaunt. E tel assoygne du service le Rey ne seyt pas allowe pur femme, si ne seyt en cas ou omme [sic] ley[1] seoffre lassoygne. E si tele assoygne seyt jetee pas jour de portmennemoot entre les grauntz pletz, seyt ele ajourne a la proscheyne court de portmane moot suaunt apres. E si par jour des menuz pletz, seyt ajourne a la proscheyne court de menuz pletz apres
f. 6. b. le quinzime jour dil ajournement. E si celuy pur qi tele essoygne est jetee ne eyt soun garaunt de cele assoygne au jour dil ajournement, seyt cele assoygne turne en une diffaute. E ja le meyns seyt il amercie a ij. s. E bien se avyse chescun qe pleyndre se veot, qil attache sagement sa pleynte solom la nature de sa accioun, ou a la commune ley, ou a la ley marchaunde, ou a la ley marine. Kar solomla nature de sa pleynte deyvent les assoygnes estre ajuggez e allowez e le ple termine, cest asaver par aveyrement, ou par ley, ou par preove, ou en autre manere solom ley ou usage de la vyle, e solom ceo qe le cas le donne.

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[1] *omme ley*] 'Comune ley' should be here read. Glanville and Bracton and the Myrrour are all equally silent on the subject of the common law right of women to cast an essoin in servitio Regis.

Also yt is vsed in the forseyde toun that in every plee hanggyng a fore the ballyves of the same toun, be wryt or with owte wryt, or iij. essoynes[1] shuld ben alowed, be essoyne of service of the Kyng allowed owt takene in iij. maner of plees, that is to wetyne from day to day as pypoudrus, or in tyme of feyre from hour to hour, or to the lawe maryne from tyde to tyde. In none of thise iij. plees be none suche essoynes allowed to the pleyntyff ne to the defendaunt. And suche an essoyne of servise of the Kyng it shulde not bene allowed for a womman, zif she ne be in case of comoun lawe suffer[2] the essoyne. And zif an essoyne be cast be day of Portmennysmoote be twixene the grete plees, be he aiourned at the next court of Portmennysmoote suyng after. And zif it be day of litel plees, be it aiourned to the next court of litel plees after the xv. day of the aiournyng. And zif he, for whom that the essoyn [be cast, have not his warrant of the essoyne on the day of the adjournment, be the essoyne] turned in to the defaute. And nevertheles be he amercyd ij. s. And zif evere ther be eny suche that wole pleten, that he begynne his pleynt wysely after the kynde of his accyoune, or to the comoune lawe,[3] or to the lawe marchaund, or to the lawe maryn, for after the kynde of his pleynt owyn the essoynes be iuged and allowed and the plee determined, that is to wetyne be averrement, or be lawe, or be pr[o]cess, or in other maner after the lawe or vsage of the toune, and after that the cas yeveth.

Add. MS. 25,011. f. 3. b. iiij.

Of assoyne in servise of the kyng.

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[1] *or thre essoynes*] "wher thre "essoynes shuld ben alowed" would be more correct.

[2] *of comoun lawe suffer*] "wher "comoun lawe suffer" should be here read.

[3] *or to the comoun lawe*] "either "to the comoun lawe" would be more correct.

Cap. v°. f. 7. De brefe de dreyt.

Item, en brefe de dreyt seyt vse tel prosces, qe com acun porte brefe de dreyt ver autre en la court de meyme la vyle de Gipewyz, cest asauer des tenementz pledables en meyme la vyle, seyt agarde en pleyne court qe le tenaunt seyt somuns au tenement demaundee par deux fraunks hommes[1] de la vyle devenir a la proscheyne court de portmanemot a respoundre al demaundaunt de play de terre. A quel jour sil ne veygne par cele somunse, seyt agarde qil seyt autre feze somuns en meymela manere. E sil ne veygne par cele seconde somunse, seyt agarde qil seyt la tierce feze somuns en meyme la manere. E sil ne veygne par celes treys somunses, seyt agarde qil seyt destreynt a meyme le tenement demaunde a respoundre en la manere avauntdyte. E sil ne veygne par cele destresce, seyt agarde qil seyt autre feze destreynt en meyme la manere. E sil ne veygne par cele seconde destresce, seyt agarde qil seyt la tierce feze destreynt com avaunt est dyt. Apres queles destresces eyt le tenaunt iij. assoygnes, sil les veoillie quere. E si le tenaunt apres les destresces ou apres les iij. assoygnes avaunt dites face defaute, adunkes seyt le tenement demaundee pris en la meyn le Rey[2] par veue des leaus hommes dil proscheyn vysne, e le tenaunt somuns par bons

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[1] *par deux fraunks hommes*] Horne in the Myrrour des Justices, ch. 11, s. xxix., thus describes a summons :—"Resonable somons est quand il "est testimoniable par deux loials "franke testimoignes voisins fait a "la person, ou a la meson, ou al "tenement, contenus en la demaund, "ovesque garnishment del jour, "lieu, partie, judge et de l'accion, "et reasonable respite al meins de "xv. jours, de purvoier respons, et "de apparer en jugement." Cf. Bracton, l. v. ch. 6, s. 5.

[2] *en la meyn le Rey*] This delay of three summonses before the lands of the party summoned were taken into the king's hands, was in accordance with the early practice in the Curia Regis, as explained by Glanville, l. i. c. 7, 8. In the time of Bracton, the *Magnum Cape* issued after the first summons. Bracton, 333 b, 334.

Also in wryt of right[1] ben used such processe, that whanne eny man bryngeth a wryt of ryght a zenst an other in to the court of the same toune of Gippiswiche, that is to seye, of tenementes pleteable in the same toune, be it kept in pleyn court that the tenaunt be somouned at the tenement axed be ij. free mene of the toune for to come to the next court of portmennysmoote to answeren to the axere of the plee of the lond. Att which day ziff he come not by the somounys, be it kept that he be an other tyme somoned in the same maner. And zif he come not be the secunde somonys, be it kept that he be iij. tymes somoned in the same maner. And ziff he come not be these iij. somones, be it kept that he be distreyned at the same tenement axed to answeren in the maner a foreseyd. And ziff he come not be this distresse, be it kept that he eft soonys be distreyned in the same maner. And ziff he come nott by that secunde distresse, be it kept that he be the iij. tyme distreyned as it is a foreseyd. After wheche distresses have [the tenaunt] the iij. essoynes zif he wole axen it. And zif the tenaunt after the distresses or after the essoynes aforeseyd make defaute, thanne be the tenement axed taken in to the kynges hand be sighte of lawefulle men[2] of the nexte neyghboures, and the tenaunte summoned be good sommones to ben at

Add. MS. 25,011. v. Of wryt of right.

[1] *wryt of right*] The king's writ in such a case would be sent to the bailiffs of the town of Ipswich, probably after the form which is recited in Bracton, l. v. ch. 2. § 7. "Rex ballivis suis de tali burgo "salutem. Præcipimus vobis quod "plenum rectum teneatis A. de "tali villa de uno messuagio cum "pertinentiis in tali villa, quod cla- "mat tenere de nobis per liberum "servitium tanti per annum pro "omni servitio, vel in liberum bur- "gagium, vel in liberum marita- "gium pro omni servitio, quod talis "ei deforceat, et nisi, etc. Teste, etc."

[2] *be sighte of lawefulle men*] No number is here specified. In a similar manner the writ to the sheriff in Glanville's time directed him to send *liberos et legales homines* of the vicinage of the vill to view the land in question, without specifying any number, but four of them at least were required to certify their view to the court.

Add. MS. 25,012. somenours de estre a la proscheyne court devaunt les dytz baillifs a respoundre de ceo, e a mustrer pur quey il ne regarda mye soun jour qil avoyt par les primeres somunses e destresces ou, qe done ly fu par ses primeres essoneours solom la fourme dil prosces avauntdyt. E bien se avyse le tenaunt qil demaunde sa terre prise en la meyn le Roy a plevyne a houre e temps, cest asaver de denz les quinze jours de la prise, ou aplus tart le quinzyme jour avaunt qil plede a soun adversarye; e sil ne face il poorad legerement perdre sa terre. E quant il vendra en court prest a pleder e soun dreyt defendre, a ceo seyt il receu. E si le demaundaunt se teygne a la defaute avaunt dyte, adunkes ad le tenaunt mester a defendre somunses e destresces par sa ley; apres quele ley agage il aura iij. assoygnes countres le demaundaunt sil les veoillie quere. E apres ceo la si il veoillie la ley fere, il la deyt fere sey dozime meyn [1] qil ne esteyt pas somuns ne destreynt au tenement demaunde solom ley e usage de la vyle, ne qe les primers assoygnes ne esteyent pas jetez par ly ne par soun assent etc. E si le tenaunt face le ley en la manere avaunt dyte, ne preygne le demaundaunt rien par soun brefe, mes demeorge en la merci, e le tenaunt ayllie saunz jour. E si le tenaunt face defaute apres la ley agagee, ou tut veygne il e defaillie en sa ley, receoure le demaundaunt seysine du tenement demaunde, e le tenaunt en la merci. Mes si nul veygne avaunt juggement rendu e pusse renablement mustrer

f. 7. b.

[1] *dozime meyn*] If the defendant denied the summons he was allowed to wage his law, that is to maintain his denial by his own oath, and by the oaths of eleven compurgators in support of his credibility. Glanville, l. i. ch. 10. Coke Littleton, 295 a.

the next court afore the foreseide ballyves for to answere of that, and to shewe for why that he kepte not his day that he hadde be the ferst sommones and distresse, whiche that hym yoven was proces [sic] ferst essoynes after the processe aforeseyd. And weel a vise hym the tenaunt that axeth his lond takyn in to the kynges hand att tide and hour and tyme, that is to wetyn with ynne the xv. day,[1] or att the ferthest the xv. day, that he plete to his adversarye, and but he do he shal mone lightlych lese his lond. And whanne he cometh in to court prest to pletyn and his ryght to defenden, and to that zif he be resceyved. And zif the pleyntyff holde hym to the defaute aforseyd, thanne hath the tenaunt myster to defenden commounys[2] and distresse be his lawe, afte which lawe of bourgh[3] he shal have iij. essoynes a zenst the plentyff zif he wole require hem, and after zif that he wooll done his lawe, on weye to done hit with the xij. hand that he ne was summouned ne distreyned at the tenement asked after the lawe and vsage of the toune, ne that the ferste essoynes werene not cast be hym ne be his assent, &c. And zif the tenaunt do his lawe in the maner afore seyd, thanne taketh the pleyntyff no thyng be his writt, but dwelleth in the mercye. And the tenaunt shal goon withouten day, and zif the tenaunt make defaute after the lawe of wed,[4] or though he come and fayle in his lawe, the pleyntyff may recure and sesyn the tenement axed, and the tenaunt in the mercye. But zif noone ne come[5] be fore iugement zoldene, and may renably

Add. MS. 25,011.

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[1] *the xv. day*] The indulgence of fifteen days was termed *dies rationabilis*.

[2] *commounys*] 'sommounys' should be here read.

[3] *afte which lawe of bourgh*] This translation is open to objection. The French text should properly be rendered "after which wageing of "law." It appears from Bracton that, upon the tenant wageing his law, another day was given him to make his law and to find pledges.

[4] *after the lawe of wed*] This would be more correctly translated "after wageing his lawe."

[5] *zif noone ne come*] "if any "one come."

Add. MS. 25,012. par joynt feffement ou par autre title de dreyt, qe cele defaute ne ly deyt turner en preiudice, e prie estre receu a defendre soun dreyt, a ceo seyt il receu. E ceo la autre si bien pur femmes covertes de baroun com pur autres. E si le demaundaunt weyve la defaute e se teygne au chefe ple, voyt avaunt le ple entre eux solom la commune ley, sauve en le joyndre de la myse[1] qe le tenaunt se mettra en Deu e en vne juree de xij. bons e leaus hommes en fourme de graunt assise solom vsage de la vyle, le quel il ad maour dreyt a tenir le tenement demaunde sicom il le tyent, ou le demaundaunt aver sicom il le demaunde. E qe nule bataillie se deyt joyndre solom vsage de la vyle. E quant la juree deyt estre ellue, seyt ele ellue en ceste fourme, primes facent les baillifs par assent des partyes ou de lour office demeyne, si les partyes ne veolent assentir, ellire en pleyne court quatre bons e leaus hommes[2] de meyme la vyle de Gipp[ewyz], pur ellire la juree entre meyme les partyes. E si ceux quatre seyent present en court, seyent eux meyntenaunt jurez, qil leaument elyrunt xij. bons e leaus hommes de meyme la vyle qe meuz sachent e veolent verite dire qi ad maour dreyt etc. E seyent ceux quatre ellisours aiournez jesqes a la proscheyne graunt court suaunt apres a livrer sus as
f. 8. baillifs panel des noums des jurours, a quel jour si panel seyt livre, seyt comaunde par meyme les baillifs a fere somundre par bons somenours meyme les jurours, qil seyent a la proscheyne graunt court suaunt apres

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[1] *en le joyndre de la myse*] on joining issue. Cowell in his Law Dictionary says, *Mise* is also vocabulum artis, appropriated to a writ of right, so called because both parties put themselves upon the meer right to be tried by the Grand Assize or by Battel. So as that which in all other actions is called an issue, in a writ of right is called a mise, unless a collateral point be tried, and there it is called an issue.

[2] *quatre bons et leaus hommes.*] In trials by the Great Assize the demandant prayed a writ whereby four lawful knights of the vicinage were directed to choose twelve lawful knights of the vicinage, who were to say, upon their oaths, which party had most right to the land in dispute.—Glanville, l. ii. ch. 10, 11.

shewyne be ioynt enfeffement or be other titele of ryght that the defaute oweth not hym to turnen in preiudice, and preyeth to be resceyved to defendene his ryght, to that be he resceyved, and that as weell for wommen kevered baroun as for other. And zif the pleyntyff weyve that defaute and holdeth hym to the cheeff plee, thanne go forth the plee be twixen hem after the common lawe, saff in the ioynture of that myse, that the tenaunt shal putten hym on God and on the oth[1] of xij. men goode lawful and trewe in foorme of grete assises after the vsage of the toune, which of hem hath more right to holden the tenement axed, whether he that holdeth it or he that axeth it oweth to have it as it is axed, and that no bataylle[2] oweth to ioyndre after the vsage of that toune. And whanne the day[3] oweth to be chosyn, be it chosyn in this foorme: Ferst the ballyves shul do be the assent of the partyes, or of here owen offis if the partyes wul not assente, chesene in playne court iiij. men goode and trewe in the same toune of Gippewiche for to chesyne the iurrours be twixen the same partyes. And zif tho iiij. men ben present in the court, be they a non sworn that lawefully they shal chesyn xij. men good and trewe of the same toun, that best cunnen and wyllen seyn the trowthe whiche hath most ryght, &c. And be tho iiij. cheserys aiourned til the next grete court folwyng after to delyveryn up the panel of the names of the iurrours. At whiche day zif the panel be delivered, be it comaunded be the same ballyves to doon sommon by good sommonours the same same (*sic*) iurrours, that they bene att the next gret court folewyng after shewyng

Add. MS. 25,011.

f. 4. b.

[1] *on the oth*] The closer translation would be "on a jury" of *xii. good and lawful men.*

[2] *no bataylle*] The great assise was instituted by King Henry II. in order to put an end to "the wager "of battel" in questions of right to land, so that the party who chose to put himself on the assise, might sue out a writ *de pace habenda.* Cf. Glanville, l. ii. ch. 6.

[3] The word "day" is evidently a mistranslation of the word "jurée," properly "jury."

Add. MS. 25,012.

a reconustre par lour serementz qi ad maour dreyt, &c. E si les quatre ellisours ne seyent pas en court au primer jour quant il serrunt elluz de ellire la juree, adunkes seyent il somuns de venir a la proscheyne court suaunt pur ellire la juree, &c. A quel jour sil ne veygnent, seyent il amerciez e comaunde qe chescun de eux seyt mys par bone meynprise[1] countre la proscheyne graunt court apres, e sil ne veygnent a cele court, seyt la meynprise amercie, e derechefe comaunde qe chescun de eux seyt mys par vj. meynparnours de venir. E si de court en court seyt lour meynprise grevousement amercye cila qil veygnent pur ellire, &c. E quant les avauntdiz quatre ellisours serrunt venuz en court, seyent il jurez de ellire la juree en la manere avaunt dyte. E adunkes lour seyt dyt par les baillifs avauntdytz qil mettent en panel au meyns xxiiij. en aventure si nul de eux seyt chalengee de nul des partyes. E seyent lour quatre noums primes enpanelez a demorer en meyme la juree si les partyes veolent assentir. E si le tenaunt veygne en court apres les treys primeres assoygnes e

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[1] *par bone meynprise*] This provision for securing the presence of the four choosers of the jury was peculiar. In the case of the Great Assise, if all the four knights did not appear, the Court, with the assent of the parties, might direct one of the knights to choose two or three others of the county then in court, though not summoned, and with them to proceed to elect the twelve jurors. Glanville, l. ii. c. 12.

be her othes[1] who hath most right, &c. And zif tho iiij. cheserys ben not in court the ferst day whanne they ben chosyn to chesyn the iurrours, thanne be they sommoned to come to the next gret court folwyng for to chesyn the iurrours, &c. Att which day zif they come not, be they amercyed and comaunded vche of hem be put to good meynpryse a geyns the next grete court after. And zif they come not to that court, be the meynprise amercyed and azeyne comaunded that vch of hem be put to vj. meynprinours to comen, and so fro court to court be here meynprises grevously amercyed til they comen to chesyne, &c. And whanne the forseyd iiij. cheserys ben comyn in to court, be they sworne to chesyn the iurrours in the maner a forn seyd. And thanne be hit hem seyd be the forseyd ballyves that they putten in to corut (*sic*) a panel of xxiiij. names[2] at the leste, in aventure zif eny of hem ben chalanged of ony of the partyes. And be her iiij. names ferst in the panel, to dwellyn in the same othe[3] zif the partyes wullen assenten. And zif the tenaunt come in to court after the iij. ferst essoynes and axe sight of the tene- Add. MS. 25,011.

[1] *shewyng be her othes*] The trial was called a recognition, as the jurors of this period found their verdict upon their own knowledge, and were said to recognise (reconustre) the title of him, in whose favour they gave their verdict. The process for the return of jurors at this period was to this effect: "Summone per bo-"nos summonitores quatuor legales "milites de visineto ad eligendum "super sacramentum suum duo-"decim legales milites de eodem "visineto, qui melius veritatem sci-"ant, ad recognoscendum super "sacramentum suum utrum M. aut "R. majus jus habeat," &c. Glanville, l. ii. c. 11.

[2] *a panel of twenty-four names*] From a passage in Fleta, l. 11, c. 5, it would seem that in the reign of Edward I. it had become an established practice in the great assise for the sheriff to convene a number not exceeding *twenty-four* of the free and lawful men of the vicinage, out of whom he nominated *twelve* indifferent persons, who then, either all, or at least seven of them, proceeded to view the property in dispute. The term *panel*, according to Spelman, signified a schedule or page, and to impanel the jury was to write the names of the jurors in a schedule or roll. On the other hand, it is not an improbable conjecture that the *panel* of the jury was literally a flat board on which the names of the jurors were set out in order, as on the panel of a door.

[3] *othe*] That is, jury.

Add. MS. 25,012. demaunde la veue du tenement demaundee, ly seyt la veue graunte, si le demaundaunt ne pusse renablement e apartement dire e certiffier la court, qe la veue avaunt cel houre eyt este graunte e fete de meyme le tenement entre meyme les persones par brefe de meyme la nature. E sil pusse cel mustrer, ne seyt pas la veue grauntee. E adunkes voyt avaunt le ple entre les partyes en la manere avaunt dyte. E apres la myse joynte eyent les partyes lour delays par assoygne, sil les veolent quere solom le vsage e la manere avaunt dyte. E si nul terre tenaunt en la dite vyle en tel play ou en autre play de terre pendaunt par brefe en la court de meyme la vyle seyt vouche a garaunt,[1] seyt il vouchee par eyde de meyme la court.[2] E par agard de meyme la court seyt il soumuns par ij.
f. 8. b. fraunks hommes une feze, autre feze, e la tierce fezes mester seyt, e pus iij. feze destreynt, sil ne veygne par les somunses auxi com le tenaunt esteyt. E pus seyt il iij. feze assoygne sil veoillie. Apres queux delays si le vouchee face defaute ou defante apres apparaunce, seyent de ses terres e ses tenementz pris en la meyn le rey la value, &c. E seyt sour teles defautes agarde meyme le prosces cum la commune ley demaunde. E si cely vouchee veygne en court e garauntisse, seyt il [en] lu dil tenaunt a pleder e soun dreyt defendre a meuz qil saura e porra solom la commune ley, sauve en le joyndre de la myse, e qe nule bataillie se deyt joyndre com avaunt est dyt. E si le tenaunt pur delayer le demand de soun dreyt, e pur anentir le poer de la

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[1] *vouche a garaunt*] The proceedings in this case, where the tenant called a person to warrant the land, appear to have been very similar to those of the Great Assise. Glanville, l. iii. ch. 1–3.

[2] *par eyde de meyme la court*] By a writ of summons ad warrantizandum.

ment axed, be hym the sight graunted, zif the pleyntyff may nott renably and apertly seyn and certifyen the court, that the sight a fore that tyme hath be graunted and don of the same tenement be twixe the same personys be writ of the same kynde. And zif the pleyntyff may shewe this, be not the sight graunted, and thanne go forth the plee be twixen the partyes afore seyd. And after that myse iointe,[1] have the partyes her delayes be essoyne, zif they wyllyn axen after the vsage and the maner aforn seyde. And zif eny lond tenaunt in that toune in such plee, or in other plee of lond hangyng be wryt in the court of the same toun be it vouche garraunt, be he vouchyd be helpe of the same court, and be helpe and award of the same court be he summouned be ij. fre mene oonys, twyes, or thryes zif myster be, and after the thrydde tyme distreyned, zif if he come not be the somounys as a tenaunt that doon, and after be he iij. tymes essoyned, zif he wyl; after which dayes zif he vouche make defaute or fayle after aperyng, bene of his lond and of hese tenementes takyne in to the kynges hand to the value, &c. And be it vpon such defaute awarded the same proscesse as the comone lawe axethe.[2] And zif that vouche come in to court and warantise, be he in stede of the tenaunt to pletyn and defendyn his righte in the best wyse that he can and may after the comoun lawe saff in the ioyndre of that myse, and that no batayle hym oweth ioindre, as it is afore seyd. And zif the tenaunt for to delaye the pleyntyff of his ryght, and peraventure the power of the court a fore

Add. MS 25,011.

f. 5.

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[1] *after that myse jointe*] after issue joined.

[2] *as the comon law axethe*] Glanville, l. iii. c. 4, considers that the law and custom of the realm required the land to be taken into the king's hand, if the warrantor made default, inasmuch as the warrantor in such a case was bound to give the tenant an equivalent (excambium) by way of compensation. In charters of feoffment a clause of warranty to that effect was always inserted.

Add. MS. 25,012. curt avaunt dyte vouche acun a garaunt par eyde de la court le rey par resoun de ses foreyns tenementz.[1] Com meyme cely vouche eyt assez de denz la dyte ville de Gipp[ewyz] dunt garantir le tenement demaundee e se teygne sour cel foreyn voucher saunz autre respouns doner. E le demaundaunt tende de averer par bone enqueste qe meyme cely vouche ad assez en la dite vyle de Gipp[ewyz] dunt garauntir a la value, &c., e sour ceo demaunde juggement de cel foreyn voucher. Si meyme cely tenaunt refuse cel aveyrement ou "tut" le preygne il e troue seyt par enqueste, qe meyme le vouche ad assez en meyme la vyle de Gippew[yz] dunt garantir a la value com avaunt est dyt, seyt agarde qe le demaundaunt receoure seysine du tenement demaundee, e le dyt tenaunt en la merci. E si troue seyt par meyme lenqueste qe le dyt vouche nad en la dite vile dunt garauntir a la value, &c., adunkes seyt le dyt foreyn voucher agarde pur bon. E si le tenaunt vouche vn foreyn par eyde de la court le rey e le demaundaunt seoffre[2] le voucher pur ceo qe cely foreyn nad rien en meyme la vyle de Gipp[ewyz], dunt il pusse garauntir a la value, &c., a dunkes seyent les partyes aiournez a la proscheyne grant court suaunt. Apres quel aiournement eyent les partyes iij. assoygnes de court en court, sil les veoillent quere. E si cely tenaunt face defaute apres ceo qil aura ensi vouche, ou sil ne porte mye soun brefe de la chauncellerie as baillifs de
f. 9. meyme la vyle a tel iour[3] com done sera a ly ou a soun

[1] *par resoun de ses foreyns tenementz*] The object of vouching to warranty a person whose tenements were foreign, that is, beyond the jurisdiction of the bailliffs of the town, was to found an application to the king's chancellor for a writ to have the suit tried in the curia regis. Cf. Statute of Gloucester, 6 Edw. I., ch. xii., as to the practice to be followed in London, where a man, who was impl d for a tenement in that city, vouched a foreigner to warranty.

[2] *seoffre*] ne seoffre seems required by the context, and would harmonize with the English text.

[3] *a tel jour*] The practice would appear to have been for the bailliffs to appoint a day, before which the

seyd, vouche eny garrant be helpe of the kynges court, be resoune of his foreyn tenementes. As that same vouche hath anough with inne the forseyd toune of Gippewich for to warante the tenement axed, and that hold upon this foreyne vouche with oute other answeres yovene. And if the pleyntyff tende to have it by good enquest that the same vouche hath inough in the forseyd toune of Gippewych to warantene the value, &c., and vp on this axe jugement of the foreyn vouche, zif the same tenaunt refuse this averrement, and zif be an enquest it be founden that the same vouche hath ynough in the same toune of Gippewych wherof to warante to value, as it is a fore seyd, be it awarded to the pleyntyff recure and sesyne[1] of the tenement axed, and the forseyd tenaunt in the mercy. And zif it be founden be the same enquest, that the forseyd vouche hath not in the toune wherof to warantyn to the value[2] &c., thanne be that forseyd vouche awarded for good. And zif the tenaunt vouche a foreyne by helpe of the kynges court, and the pleyntyff suffre not the vouche for that this foreyne hath non thyng in the same toune of Gippewych wher of he may warant to the value, &c., thanne be the partyes aiourned to the next gret court folwyng, after which aiournyng the same partyes shal have iij. essoynes from court to court, zif they wul axen. And zif the tenaunt make defaute after that that he have in his vouche, or zif he bryng not his wrytt from the chauncery to the ballyves of the same toune at which day it shal be graunted to hym or to

Add. MS. 25,011.

[1] *recure and sesyn*] The French text should be rendered "be it "awarded that the plaintiff recover "seisin of the tenement claimed "by him."

[2] *wherof to warantyn to the value*] A warranty was held to bind tacitly not only the person of the feoffor himself, but also any tenement which he then had, by virtue of which obligation the tenement would be liable to go *in excambium* of the land warranted. Bracton, l. v. c. 7, f. 382.

Add. MS. 25,012.

assoneour a sour ser en la parole avaunt dyte, e le demaundaunt sour ceo le profre e demaunde de ceo juggement, seyt agarde qil recoure seysine du tenement demandee, e le tenaunt en la merci. E meyme le prosces seyt tenu a fere venir les jurours sil facent defaute, com avaunt est dyt des quatre ellisours.

Capº. vjº. De fresche abatement.

Item en play de abatement, qe lem apele [fresche] force, seyt vsee ceu prosces, qe s[i un] disseyse autre de soun fraunke tenement en la vauntdite vyle de Gipp[ewyz], cest asaver de tenement pledable en la court de meyme la vile, si le disseysi de deynz les primers xl. jours apres la disseysine attache sa pleynte de sure ver le disseysour devaunt les baillifs de meyme la vile par gage e plegge,[1] meyntenaunt facent meyme les baillifs prendre en la meyn le rey le tenement

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tenant was required to exhibit a writ from the office of the king's chancellor, otherwise proceedings would be continued in their court to judgment.

[1] *par gage et plegge*] Per vadium et plegios. The earliest extant English charter or law in which the Latin word vadium is used as the equivalent of the Saxon word "wed" is the charter of King Henry I., A.D. MCI.: "Si quis baronum vel "hominum meorum forisfecerit, non "dabit vadium in misericordia to-"tius pecuniæ suæ sicut faciebat "tempore patris mei et fratris mei." Ancient Laws and Institutes of England, vol. i. p. 509. The same body of laws contains an ordinance De Plegiis Dominorum suorum: "Si quis a domino suo missus sit "in plegium, et ostendere possit "quod ei ex sponsione vel fidejus-"sione illa dampnum venit, non "cogitur ex lege de quavis pecuniali "implacitacione respondere ei, do-"nec totum restituat quod amiserit "pro eo." *Id.* p. 544.

his essoyne to enformen in the speche aforeseyd, and if the pleyntyff vpone this profre hym self and axe of that jugement, be it awarded that he recure sesyne of the tenement axed, and the tenaunt in the mercye And the same partyes[1] bene beholden to do comyn the iurrours zif they make defaute, as it is seyde aforne of the iiij. cheserys, &c. Add. MS. 25,011.

vj. Of fressh abatement.

Also in plee of abatement,[2] that men clepyn fresshe force, be vsed such proces, that zif eny man dissese other of his free tenement in the forseyd toune of Gippewiche, that is to wetene of tenement pletable in court of the same toune. And zif the man be dissesed with ynne the ferste xl. dayes after the dissesyn begynne his pleynt a geyns the dissesour a fore the ballyves of the forseyd toun by wed and borgh,[3] a none the ballyves shul do takene to the kynges hand the tenementz wherof the f. 5. b.

[1] *the same partyes*] The French text should be rendered "and the "same process should be observed "to make the jurors come, if they "make default, as is practised in "the case of the four choosers of "the jury, i.e., by requiring meyn-"pernours."

[2] *abatement*] This word signifies the intrusion of a person, who has no right, immediately after the death of any one to the exclusion of the heir. Fresh force was such an intrusion made within forty days, or within a longer period, if the heir was at a distance. Cf. Britton, l. iii. ch. 1, De Intrusions. An assize of novel disseisin, called "Fressheforce," in the city of London, was held before the two sheriffs and the coroner of the said city every Saturday at the Guildhall, cf. Liber Albus, p. 195.

[3] *by wed and borgh*] Amongst the laws, decreed by King Ethelred and his Witan at Wantage, is the following ordinance as to the "wed" to be given in each suit: "And in a "king's suit let every man deposit "a wed of six half marks; and in "an eorl's and a bishop's a wed of "twelve ores; and in every thane's "a wed of six ores." Ord. iii. § 12; Ancient Laws and Institutes, vol. i. p. 297. The "borh" was a very ancient institution amongst the Anglo-Saxons. Amongst the dooms of Hlothhære and Eadric, kings of the Kentish men, is the following provision: "If one man make plaint "against another in a suit, and he "cite the man to a 'methel' or to a "'thing,' let the man always give "'borh' to the other, and do him "such right as the Kentish men "prescribe to them. But if he "refuse to give 'borh,' let him pay "twelve shillings to the king, and "let the suit be as open as it before "was." *Id.* p. 31.

Add. MS. 25,012. dunt la pleynte est faite, e livrer le a deux proscheyns veysins en garde cila qe meyme le play devaunt eux seyt termyne par juggement, e seyt le disseysour ou soun baillif sil ne seyt troue meyntenaunt mys par gagge e plegge a respoundre al dyt pleyntif de cel fresche abatement a tel jour com les ditz baillifs voudrunt doner. E si le disseysour se alloygne e ne peot estre troue, ne soun baillif, a fere ceo qe ley veot, ou tut seyt il troue e ne voillie plegge trouer, seyt il garny a meyme le lu ou la disseysine fu faite par deux fraunks hommes a respoundre com avaunt est dyt, countre quel jour seyt arrainye vne assise de xij. bons e leaus hommes dil proscheyn vygne a faire la reconissaunce, &c. e qil eyent la veue du tenement, &c. A quel jour si les partyes venent en court e le pleyntif f. 9. b. aura sa pleynte mustre, seyt lassise prise de cel abatement auxi com affert solom co qe les partyes auront pledez. E si le disseyssour face defaute e sa deffaute seyt agarde, seyt lassise prise en sa abcense (sic) par sa defaute. E quant a damages taxer e partyes amercier e a seysine livrer seyt vse meyme le prosses, com serreyt en assise de novele disseysine.[1] E si le disseyssour se teygne a force en le tenement, a dunkes facent les baillifs remuer cele force e prendre le tenement en la meyn le rey e livrer a deux veysins en garde com avaunt est dyt, e pus mettre le disseyssour par gage e plegge ou faire le garnir en la manere avaunt dite. E si la force seyt tele qe ele ne peot estre remue saunz peril de mort ou de meschaunce, les baillifs par la veue e la temoygnaunce de vn ou deux coronners e des autres bones

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[1] *assise de novele disseysine*] Disseisin is defined in the Myrrour des Justices, l. ii. ch. 25, as "un per-" sonell trespas de tortious ouster " de possession." The assise of novel disseisin was at this time held by the justices of eyre in respect of disseisin suffered since the last eyre, but when the assise was instituted by Henry II. the term "novel" had reference to disseisin made since the last voyage of Henry II. to Normandy, which was in A.D. 1184.

pleynt ys maad and deliveryn on to ij. the next neygh- bourys in kepyng til that the same plee a forn hem be determined be iugement, and be dissesour or his ballyff zif he be nott foundene anon put to wed and borghe to answere to the pleyntyff of that fresshe abatement, and such day as the ballyves wul yeve. And ziff the dissesour aloyne hym and may not be founden, ne his ballyff, to doone that lawe wolle, or though he be foundene and wil fynde no borowes, be it kept[1] at the same place where dissesyn was doon be ij. free men to answere as it is afornseyd, a yens which day by hem sette assise of xij. men good and trewe of the next neghboures to make a cognisaunce, &c., and that they have a syght of the tenement. At which day zif the parties comen in to the court and the pleyntyff shewe his pleynt, be assise takene of that abatement as it oweth to ben after that the parties have pletyd. And zif the dissesour make defaute and his defaute be awarded, be the assise takyn in his absence be his defaute. And how moche to taxen and to amercyen the partyes, and to delyveren sesyn, be the processe vsed as it shuld ben in assise of newe dissesyn.[2] And zif the dissesour holde hym with force in the tenement, thanne the ballyves shal do remove that force, and take the tenement in to the kynges hand, and delivere it to ij. neyghbourys in kepyng as it is a fornseyd. And they may putte the dissesour be wed and borghe[3] to doon hym kepyn it in the maner a fore seyd. And zif the strengthe be swyche that it may not be removed withoute perel of deth or of myscheeff, the ballyves be sight of on or ij. coronerys and of othere

Add. MS. 25,011.

[1] *be it kept*] This should rather be translated "be he warned."

[2] *assise of newe dissesyn*] In this assise no essoin was allowed, and the recognition of the jurors proceeded on the first day, whether the disseisor appeared or not.

[3] *be wed and borghe*] that is, may attach him by pledges or have him warned in manner aforesaid.

Add. MS. 25,012. gentz de la vile preygnent le tenement en la meyn le rey, e pronuncient cele seysine issi continue a force e armes pur nule, tut seyt ele continue xl. jours, apres les quels xl. jours seyt la pleyte dil abatement excecut ver le disseyssour en meyme la manere qele ust este faite de deynz les primers xl. jours apres la pleynte attachee, cest asavoyr si le pleyntif sue sa pleynte ver le disseyssour sauntz aver regard a la seysine contynue xl. jours a force e armes com ayaunt est dyt, quele seysine solom vsage de la dite vile seyt tenue e garde pur nule. E bien se avise le disseysi en tel fresche abatement qil attache sa pleynte de sure de deynz les primers xl. jours apres co qil serra issi disseysi, e si il ne le face il perd soun avauntage de estre resseysi par tel play.[1] Mes si nul se abate par disseysine en autri fraunke tenement en la dite vile dementers qe le disseysi seyt en prisoun, ou hors de memore, ou hors des quatre mers Dengletere, en chescun de ces treys cas eyt le disseysi soun recourir ver le disseyssour par pleynte de abatement; mes qe la pleynt seyt attache freschement de deynz les primers xl. jours apres qe le dit disseysi serra delivres hors de prisoun, ou serra de bone memore, ou serra venuz de deynz les quatre mers Dengleterre. En meyme la manere cum avaunt est dyt se teygne le prosces la, ou la pleynte seyt abatue en la court avaunt dite par excepcioun ou par meyns suffisaunte pleynte, seyt le pleyntif resceu a sa pleynte renoveler, mes qil la renovele avaunt qe les baillifs senpartent hors de court. E en tele manere de play ne seyt nule essoygne allowe al pleyntif ne al diffendaunt pur hastive dreyture faire a les partyes. E fait a saver qe en

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[1] *par tel play*] That is by the plea of Fresshe Force. The mode of holding the assise of novel disseisin, called Fressheforce, as to lands, tenements, and rents in the city of London, is set forth in the Liber Albus, l. iii. p. i. fol. 186 A.

goode folkes of the toun shul take that tenement in to the kynges hand, and pronouncyn that sesyn so holdyn with force and armys for non, though it so be contynued xl. dayes, after which xl. dayes be the plee of abatement executed a geyn the dissesour in the same maner that it shulden have be doon with inne the ferst xl. dayes after that the pleynt be gyven, that is to weten, zif the pleyntyff sue his pleynt a yens the dissesour with oute having reward to the sesyn continuyng xl. dayes with force and armys as it is a fore seyd, which sesyn after the vsage of that forseyd toun ben holden and awarded for noon. And weel avise hym he that is dissesed in swich fresshe abatement that he begynne his pleynt [of suyt] with inne the ferst xl. dayes after that he be so dissesyd, and but zif he do he lesyth his avauntage to ben resesyd be that plee. But zif eny man abate hym be dissesyn[1] in fre tenement in the forseyd toune the mene tyme that he that is dissesyd be in prisone, or out of mynde, or with oute the iiij. sees of Ingeland, in eche of these iij. cas have the dissesyd his recure a zeyne the dissesour be pleynt of abatement; but that the pleynt be begunnen fresshly with inne the ferst xl. dayes after that the dissesyd be delivered out of prisoune, or be in good mynde, or be come with inne the iiij. sees of Ingeland. In the same maner as it is afore seyd helde hym the processe, ther the pleint be abated[2] in the court by excepcione or by vnsufficient pleynt, be the pleyntyff resceyved to his pleynt to be gynnen a zeyne, but att the gynnyng a zeyne be fore the ballyves or they departe out of the court. In swich maner of plee be none essoynes alowed to the pleyntyff ne to the defendaunt for hastyf right to done the partyes. And it is to wittene that in swiche manere

Add. MS. 25,011.

[1] *abate hym be dissesyn*] that is, abate himself or intrude himself into the free tenement of another.

[2] *be abated*] be defeated. Britton, l. ii. c. xvii., uses the word "abate" in the sense of defeating the writ by exceptions.

Add. MS. 25,012. tele manere play ceux qe sunt nomes auxicom disseyssours se porrunt proffrir par baillif auxi com en assise de novele disseysine,

Cap°. vij°. De fresche nusaunce. Item play de nusaunce de fraunke tenement seyt plede devaunt les baillifs de la dite vile de Gipp[ewyz] par gage e plegge,[1] cest a saver si le pleyntif attache sa pleynte desure freschement de deinz les primers xl. jours apres la nusaunce faite, e sil ne face e il seyt demoraunt de deinz les quatre mers Dengleterre, hors de prisoun, ou de seyne memorie en temps qe la nusaunce est fete, e seoffre meyme la nusaunce estre pesiblement contynue meyme les xl. jours, a dunke ne seyt il pas respondu de cele nusaunce saunz bref le rey. Mes si celuy a qi tele nusaunce est fete seyt hors des quatre mers Dengleterre, ou en prisoun, ou hors de seyne memorie en temps de la nusaunce fete, e il freschement de deinz les primers xl. jours apres co qil serra venuz en Engletere, ou qil serra hors de prisoun ou de seyne memorie, attache sa pleynte de sure par gage e plegge ver celuy qe la dite nusaunce aura fete, a ceo seyt il receu de pleder solom ley e usage de la dite vile tut saunz bref com avaunt est dyt. E en prosces vsee de tele nusaunce par bref ou saunz bref seyt le defendaunt attache par plegge a respoundre.[2] E sil ne voillie plegge trouer, ou qil se aloygne issi qil ne peot estre troue, seyt il somuns a meyme le lu, ou la nusaunce est fete, de estre a vn certeyn jour devaunt les baillifs de la dite vile a respoundre al avaunt dyt pleyntif de play de nusaunce,
f. 10. b. countre quel jour seyt arrainye vne juree de xij. bons e leaus hommes dil procheyn vygne par les queux la dite nusaunce porrad meuz estre trie; ` et dementers eient cels de la juree la vewe de la nusaunce et del

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[1] *par gage et plegge*] that is without a writ, if the party did not lie by for forty days.

[2] *par plegge a respoundre*] He was to be attached by a writ of this tenor : Pone per vadium et salvos plegios, etc., quod sit coram ballivis . . . responsurus, etc.

of plee that they that bene nemned as dissesours them self may proferene by ballyff as in assise of newe dissesyn. Add. MS. 25,011.

vij. Of fressh nusance.

Also plee of nusance of free tenement be pletyd a fore the ballyvys of the forseyd toune of Gippewich be wed and borghe, that is to weten, zif the pleyntyff begynne his pleynt [of suyt] fresshly with inne the ferst xl. dayes after the nusaunce doone, and zif he nede do, and he be dwellyng with inne the iiij. sees of Ingelond, out of prisone, and in good mynde in tyme that nusance be doone, and suffre the same nusance to be pesibly holden the same xl. dayes, thanne be it not answeryd to hym of that nusaunce with oute writ of the kyng.[1] But zif he to whom that nusance ys doone be out of the iiij. sees of Ingelond, or in prison, or out of good mynde in tyme of the nusance done, and he fresshly with inne the ferst xl. dayes after that he be comyne in to Ingelond, or out of prisone, or a zeyne in his mynde, begynneth to sue his pleynte by wed and borghe a zens hym that hath doon that nusance, be he receyved to pletene after the lawe and the vsage of the forseyd toun al with outen writ, as it is afornseyd. And in the processe vsyd of swich nusaunce by writ or with outen writ be defendaunt attached be borrowes for to answere. And zif he ne wole fynde borowes, or if that he a loyne hym self so that he may not be founden, be he sommoned at the same place wher the nusance is doon, to be at a certayne day a forn the ballyves of the forseid toune tô answere the forseid pleyntyff of plee of nusance, a yeyn which day be arayned an othe [2] of xij. men goode and trewe of the next neghboures, be which the forseyd nusance may the better ben tried; and in the mene tyme have they of the othe

[1] *with oute writ of the kyng*] The proceedings upon this writ when addressed to the sheriff were the same as in an assise of novel disseisin of a freehold. Bracton, l. iv. c. xvi., f. 253.

[2] *an othe*] "a jury" would be the proper translation.

Add. MS. 25,012. franc tenement.' A quel jour quant les partyes vendrunt en court par pleder, seyent leur resouns oy dune part e dautre solom co qu le cas demaunde, e sil descendent en enqueste de cele nusaunce, seyt cele enqueste prise au meyns par. xij. bons e leaus 'hommes' dil procheyn vygne com avaunt est dyt. E si trove seyt par serement de meyme les xij. jureez qil i eyt nusaunce, seyt agarde par la court qe meyme la nusaunce seyt hastivement abatue e redrescee par veue de meyme les jururs, e qe le pleyntif par lour taxacioun recoure ses damages, e le defendaunt en la merci. E si celuy de qi la pleynte de nusaunce est fete apres co qil aura plegge troue a respoundre, ou apres co qil serra somuns en la manere avaunt dite, face defaute, seyt lenqueste agarde e prise par sa defaute, e si troue seyt qil i eyt nusaunce, seyt le iuggement execut com avaunt est dyt. E si les partyes veolent assentir qe les nusaunces seyent tryez e redresceez par les baillifs e par les veysins hors de court saunz play, bien seyt; e si co noun seyent eles redresceez en la manere avauntdite, si le pleyntif voudra sure. E fet asaver qe en tel play de nusaunce plede par gage e plegge[1] ne seyt nule essoygne allowe au pleyntif ne al diffendaunt. Mes si le play seyt pendaunt par bref, adunkes seyent iij. essoygnes allowez, &c.

Cap°. viij°. De wast. Item vse est en la vauntdite vile qe ceux qe tenent tenements en meyme la vile a terme de vye ou des anns, ou femmes qe tenent en doware ou en noun de fraunke baunke solom vsage de la vile, qe teux manere

[1] *par gage et plegge*] The form of proceeding by wed and borgh had the advantage of being more summary than a trial under a writ from the crown, by excluding all essoins or excuses for non-appearance.

sight of that nusance and of the fre tenement. Att which Add. MS. 25,011.
day whanne the partyes comyn in to court for to pletyn be her answeres herd of oon partye and of that other after the caas axeth, [and zif they descend into an enquest of that nusance, be the] enquest taken of handes[1] by xij. men goode and trewe of the next neghboures as it is afornseyd. And zif it be founden be the ooth of the same xij. men sworne that he hath doone nusance, be f. 6. b.
that awarded be the court that the same nusance be hastyly abated and redressed be sight of the same iurours, and that the pleyntyff be her taxacione recure his damages, and the defendaunt in the mercy. And if he of whom the pleynt of nusance is maad, after that he hath founden boroghe to answere,[2] or after that he is sommoned in the maner afornseyd, make defaute, be an enquest awarded and taken for his defaut; and zif it be founden that he hath don nusance, be the iugement executyd as it is afornseyd. And zif the partyes wolyn assentyne that tho nusances bene tried and redressed be the ballyves and by her neyghbourys oute of court with oute plee,[3] weel be it; and yiff they wil not assentyn be they redressyd in the maner a forneseyd zif the pleyntyff will suyne yt. And it is to wetyne, that in swych a plee of nusaunce pletyd be wed and borghe, thanne be noone essoyne alowed to the pleyntyff ne to the defendaunt; but if the plee be hangyng by wrytt, thanne be there iij. essoynes alowed.

Also it is in the forseyd toun used that they the viij. Of wast.
wheche have tenementz in the same toun to terme of his liff or of yerys, or wommen thatt holden in dower or in name of fre braunch[4] after the usage of the

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[1] *of handes*] "at least" would seem to be the meaning of the French text.

[2] *founden boroghe to answere*] found sureties to answer.

[3] *with oute plee*] that is, without formal pleadings and counting on them.

[4] *fre braunch*] fre-baunch or fre-banche would be the proper translation : cf. cap. ii.

Add. MS. 25,012. des tenaunts ne facent en teux tenements wast ne destruccioun, ne qil ne les seoffrent poynt outraiousement descheyr, mes qil les susteygnent renablement en auxi bon estat com il les receurent, al eos de ceux as queux f. 11. meyme les tenements apres la mort des teux tenaunts deyvent revertir ou remeyndre. E si nul des teux manere tenaunts facent wast ou destruccioun en les tenements qil ensi tenent a terme de vye ou en autre manere com avaunt est dyt, ou qil les seoffrent outraiousement descheyir, e pas renablement ne les susteygnent auxi com par ley faire deyvent, qe celuy, a qi la reversioun ou le remeyndre de ceo appert, eyt accioun a demaunder meyme le tenement waste en demeyne devaunt les baillifs de la dite vile de Gippewyz par gage e plegge[1] solom ley e vsage de meyme la vile auxbien com par bref. E qe le prosces de la pleynte seyt vsee en teu manere, cest asaver, qe, quant le pleyntyf aura attache sa pleynte desure, seyt agarde qe celuy ou cele qe le wast aura fait seyt somuns a meyme le lu waste par deux fraunkes e leaus hommes de meyme la vile de estre a vn certayn jour devaunt les ditz baillifs en pleyne court a respoundre al avauntdit pleyntif de play de wast, a quel jour sil ne veygne, seyt autrefeze somuns en meyme la manere. E sil ne veygne par cele secunde somunse, seyt la tierce somunse en meyme la manere agarde sour luy. E si celuy tenaunt apres co qil serra trey feze somuns face defaute e ne voillie venir, adunkes preygnent les baillifs oveske eux au meyns un ou deux des corouners de la vile, e ayllunt a meyme le lu wastee, e par sere-

[1] *par gage et plegge*] The complainant might require the tenant to give a pledge and find sureties according to the law and custom of the town, or might sue out a writ of "quod non permittant" to the bailiffs of the town.

toun, that swiche maner of tenauntes shulden not doone in the tenementes wast ne destruccione, ne that they suffere outrageously to fallen, but that they susteynyn resonabely in as good poynt and state as they receyvedene hem, to the vse of hem to whom the same tenementes after the deth of thoo tenauntes owen to turnen and duellyn. And zif ony swych maner of tenauntes doon wast or destruccyon in the tenement the which they holden so to terme of lyff or in other maner as it is aforneseyd, or that they sufferyn outrageously to fallen and not resonabely susteynyne as by lawe they oughten to doon, that he to whom the reversyone or the remaynder of that longeth to have an accione to axe the same tenement wasted in demene by fore the ballyves of the forseyd toun of Gippewych by wed and borghe after the lawe and vsage of the same toune, as weel as by wrytt.[1] And that the processse of that pleynt be vsed in swich maner, that is to weten, that whanne the pleyntyf begynneth his pleynt to suyn, be it awarded that he or hee that hathe doon the wast be sommoned at the place wasted be ij. trewe men lawefull and trewe of the same toun to bene atte a certayn day before the ballyves in pleyne court to answeryn to the forseyd pleyntyff of plee of wast, at whiche day zif he come not, be he an other tyme sommonyd in the same maner; and zif he come not be the secunde sommounys, be the iij. sommounys awarded vpone hym. And yif the tenaunt after that f. 7. he is iij. tymes sommoned make defaute and wyl nott come, thanne the ballyves shul take with hem at the leeste on or ij. of the coronnerys,[2] and shul go to the

Add. MS. 25,011.

[1] *by wrytt*] By 6 Edw. I. ch. v., a writ of waste might issue from the chancery against a tenant for life, or a tenant for a term of years, or a woman in dower.

[2] *on or two of the coronnerys*] There were four coroners chosen by the common council under the charter of King John to keep the pleas of the crown and other things appertaining to the crown, and to see

Add. MS. 25,012. ment de xij. bons e leaus hommes jurez facent il taxer le wast[1] e le damage fait en meyme le tenement. E apres cele enqueste prise e le wast taxe seyt celuy, qe le wast aura fait, garny par deux fraunks hommes de la vile de estre a certeyn jour devaunt les ditz baillifs, ne mye a respoundre dil wast, mes a trouers urte si il veoile al avauntdit pleyntyf de redrescer e reparallier le lu wastee e a faire de cel wast taxe ceo qe la court agardera, a quel jour ne seyt nule essoygne allowe al avauntdit tenaunt. Mes sil ne veygne poy[n]t e le garnissement seyt temoygne, seyt agarde qe le demandaunt recoure seysine de meyme le lu waste f. 11. b. e ses damages solom ceo qe le wast serra taxe, e celuy qe le wast aura fait seyt grevousement amercie pur le trespas e pur plusoures defautes. E si le avaunt dit tenaunt veygne en court apres les treys primeres somunses e conusse le wast, ou qil veygne quant il serra garny apres la dite enqueste prise, e veollie trouer bone e suffisaunte seurte de redrescer e reparallier le lu wastee au meyns en auxi bon estat com il le receut, par veue e temoygnaunce des bones gentz a certeyn jour qe luy serra assis par les ballifs e les bones gentz de la court, a ceo seyt il receu. E sil ne veollie ou ne pusse de co seurte trouer, perde il le lu wastee[2] e les damages. Mes avaunt qe la seurte serra receue en la manere avaunt dite, facent les ballifs taxer le wast par xij. hommes jurez si avaunt ne estoyt taxe, e de ceo seyt meyme la seurte charge a respoundre al dit pleyntyf, si le dit lu wastee ne seyt redresce e reparallie au jour assis cum

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[1] *taxer le wast*] If the tenant did not appear after the third summons, the bailiffs with one or two coroners empanelled a jury to view and tax the waste committed, and thereupon the tenant was summoned to appear and find sureties to make good the waste.

[2] *perde il le lu wastee*] This penalty of deprivation was in accordance with 6 Edw. I. ch. v. The damages were fixed by that statute at thrice so much as the waste should be taxed at.

same place wasted, and other xij. men good and trewe sworne they shul doo taxene the wast and the damages doon in the same tenementz. After this enquest takyn and the wast taxed, be he that hath doon the wrong warned be ij. fre men of this toun to be att a certayn day a fore the ballyves, not to answeryn of wast, but for to fynde suerte zif he wyl redressyn to the forseyd pleyntyff and amende a yen the place wasted, and to doon of that wast taxe that the court shal awardyn, at which day be non essoyne alowed to the forseyd tenaunt. And but zif he come at[1] the warnyng be wittenessed, be it awarded that the pleyntyff recure sesyn of the place wasted and his damages after that the wast shal be taxed, and he that hath doon the wast be he grevously amercyed for the trespas and for manye defautes. And zif the forseyd tenaunt come in to the court after the iij. ferst sommonys and knoweleche the wast, or that he be comyn whanne he be warned after the forseid enquest takyne, and wil fyndyne sufficiaunt suerte to redressyn and to amendyn azeyn the place wasted in as good state as it was aforne be sight and wittenesse of goode folke [att a certayn day which to hym shal be assygned be the ballyves and the goode folke] of that court, to that he be receyved. And zif he wil not or may not fynden suerte, lese he the place and the damages. But a forne that suerte shal be receyved in the maner a foreseyd, the ballyves shul doon taxen the wast be xij. men sworyne zif it was not taxed a forne, and of that be the same suerte charged to on sworn[2] to the forseyd pleyntyff, zif the place wasted be not in due maner [redressed and

Add. MS. 25,011.

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that the governors of the borough of Ipswich behaved justly and lawfully towards the poor as well as the rich.

[1] The English text "zif he come "at" is evidently erroneous. The proper reading would be "zif he "come not and."

[2] *on sworn*] "answer" should be read for "on sworn."

Add. MS. 25,012. avaunt est dyt. E si meyme le lu wastee ne seyt en due manere reparallie au jour assis cum avaunt est dit, adunkes a la sute dit pleyntif seyt celuy, qe le wast aura fait, garny per ij. fraunks hommes de la vile de estre a certyn jour devaunt les avaunt ditz baillifs a mustrer si il sache ren dire pur quey la seysine dil avauntdit lu waste ne deyt estre livree al avauntdit pleyntif; a quel jour si il ne veygne poynt, seyt agarde qe le pleyntif recoure sa seysine dil lu wastee e ses damages, e le tenaunt en la merci. E tut veygne le tenaunt en curt, seyt agarde en meyme la manere, sil ne pusse mustrer qil ad plus haut estat qe avaunt ne avoyt en meyme le lu wastee, e ceo par plus tardif title qe la dite pleynte ne seyt. E si le tenaunt veygne en court e countre plede le wast, e dye qil nat fait nul tort ne nul wast, e de ceo se met en enqueste, e pus seyt atteynt qil ad fet wast, adunkes recoure le pleyntif sa seysine[1] e ses damages cum avaunt est dyt, e le tenant en la merci. E si nul tel tenaunt, apres co qil aura vne feze par tele seurte cum avaunt est
f. 12. dit le lu wastee redrescee e reparailiee, autre feze face wast e de ceo seyt atteynt, perde il le lu wastee pur tutz jours, e respoygne il des damages pur le wast en la fourme avauntdite. E en co play de wast seyent allowez iij. essoygnes auxibien pur le defendaunt, com pur le demandaunt, e co nomement apres les iij. primeres somunses. Mes quant le defendaunt en tel play est garny devenir en court apres lenqueste prise par sa defaute com avaunt est dyt, ou quant il serra garny deuenir en curt a mustrer sil sache ren dire solom co

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[1] *le pleyntif sa seysine*] Under the law as administered in the curia regis the penalty was not the same in all kinds of waste. For instance, in the case of a guardian he lost the custody of the land, had to make compensation in damages, and was in misericordia regis; whereas a tenant in dower, who committed waste in woods, was only subject to restraint in future by the view of the foresters of the heir. Bracton, f. 316.

amended att the day set as it is aforneseyd. And ʒif the place wasted be not in due maner] amended at the day set, as it is afore seyd, thanne att the sute of the forseyd pleyntyff be he that hath doon the wast warned be ij. fre men of that toune to be at a certayne day a fore the ballyves to shewyne, ʒif he cunne eny thyng seyn, wherfore dissesyn[1] of the same place wasted oweth not to be delivered to the forseyd pleyntyff; at which day ʒif he come nott, be it awarded that the pleyntyff recure sesyn of the place wasted and hese damages, and the tenaunt in the mercye. And al though he come in to court, be it awarded in the same maner, ʒif he may not shewyne that he hath more hye ryght thanne he hadde be forne in the forseyd place wasted, and that it be more lattere titule thanne the forseyd pleynt be. And ʒif the tenaunt come in to court and countreplete the wast, and seyth that he hath doon non wrong ne wast, and of that he putteth hym on a enquest, and after be atteynt that he hath doon wast, thanne recure the pleyntyff his seysn and hese damages as it is aforneseyd, and the tenaunt in the mercy. And ʒif eny swych tenaunt after that he hath oon tyme by swich suerte as is aforne seyd the place wasted redresse and amende, and an other tyme make wast, and of this be atteynt, lese he the place wasted for alle dayes, and answere of the damages for the wast in the form afornseyd. And in that plee of wast ben alowed iij. essoynes as weel for the defendaunt as for the pleyntyff, and that namely after the iij. ferst essoynes.[2] But whanne the defendaunt in swich plee is warned to come in to court after the enquest taken for his defaute as it is afore seyd, or whanne he is warned to come to court to shewyn yif he can ony thing seyn after that he is conteyned in

Add. MS. 25,011.

f. 7. b.

[1] *dissesyn*] "Sesyn" would be the proper translation of the French text.

[2] *essoynes*] "summonys" would be the correct translation.

Add. MS. 25,012.

qil est coutenu en la prosces avaunt dyt, a nul de ces ij. jours ne seyt nule essoygne allowe.

Cap°. ix°. De reconissaunce de fraunke tenement.

Item si nul homme alyene tenements en la vauntdite vile en fe, qe sunt le dreyt sa femme, par la volunte e par lassent de sa femme, e meyme la femme apres la seysine livre al purchacour veygne en court[1] oveske soun baroun devaunt les bailiffs e les bones gentz de la dite vile, e conusse meyme le tenement alyene estre le dreyt al avauntdit purchacour solom la fourme contenue en la chartre dil doun,[2] seyt meyme cele femme des ditz baillifs severalement par luy examyne de quele volunte ele est endreyt de cele alienacioun. E si troue seyt par sa soule confessioun qe cele alienacioun est faite de soun assent e de soun bon gre saunz cohercioun e saunz manaces de soun baroun, seyt cele conisaunce tenue par certeyne e estable a tutz jours. E a dunkes seyt la reconissaunce dil avauntdit baroun e de sa femme ensemblement on[3] la force de la chartre du doun en roulee en comun roule[4] de la vile, la quele reconissaunce facent les baillifs apertement solemnyser en pleyne court devaunt les corouners e les bones gentz de la vile. E chescuns baillifs de lour temps a chef dil aan rendunt meyme cel roule a la commune huche de la vile, e illeoke seyent bien e leaument gardez com en trezorye. E apres cele reconissaunce seyt meyme cele femme e ses
f. 12. b. heyrs apres la mort soun avauntdit baroun de cel jour en avaunt barre a demaunder[5] ren en les avauntditz tenements issi alyenez. E cestes conissaunces teygnent lu

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[1] *veygne en court*] A similar appearance and consent of the wife was required to be made in the curia regis on the alienation by the husband of a freehold in a county, which he held in right of his wife. Bracton, f. 321 b.

[2] *en la chartre del doun*] The conveyance or deed of gift.

[3] *ou*] Corrected in a later hand into *ove*.

[4] *en comun roule de la vile*] In the curia regis a chirographum or charter of gift was usually made, which, together with the record, was the voucher of the woman's consent.

[5] *demaunder*] The wife might otherwise have a writ of entry after the death of her husband to recover the tenement back.

the processe afornseyd, att none of these ij. dayes ne be none essoynes alowed as it is aforn seyd. Add. MS. 25,011.

ix. Of recongnysaunce of fre tenement.

Also if eny man aliene tenementz in the fornseyd toune of Gippewich of the housband[1] in fee, that been his wyffys ryght, by the wyll and assent of his wiff, and the same womman after the dissesyn bonden to purchace[2] come in to court with here husbond aforn the ballyves and the goode folk of the forseyd toun, and knowleche the same tenement aliened to ben the right to the forseyd purchasour after the forme contyned in the chartre of zifte, be the same womman of the forseyd baylyves severally examyned by here self, of which wille he was in right of that alienacione. And zif it be founden by here owene [confession, that the] alienacione hit[3] is doon of here assent and of good wylle with owten constreynyng and withoute manas of here housbond, be that cognisaunce holdyn for ferme and stabele att alle dayes. And thanne be that recognisaunce of the forseyd housbond and of his wiff to gedyr with the strenkthe of the chartre enrollyd of zift[4] in the common rolle of the toun, the whiche reconisaunce the ballives shul doon apertly solempnysen in pleyn court afore the coronerys ad[5] (*sic*) thé goode folk of the toun. And eche baylyff of here tyme at the gynnyng[6] shulde of the yere zelde the same rolle to the common chist of the toun, and there to be weel and trewely kept as in tresour. After that reconisaunce be that same womman and here heyrys after the deth of here forseyd housbond from that day forward barryd to axene eny thyng in the forseyd tenementz so alyened. And swiche reconisaunce heldene

[1] *of the housband*] These words are not in the French text.

[2] *bonden to purchace*] "after the "sesyn delivered to the purchaser" would be the proper translation of the French text.

[3] *hit*] This word is redundant.

[4] *enrollyd of zift*] "of zift en-"rollyd" would be more correct.

[5] *ad*] "and" should evidently be here read for "ad."

[6] *at the gynnyng*] "at the gyn-"nyng of the yere shulde" would be the more correct order of the words.

Add. MS. 25,012. auxi bien des tenements qe femmes purchacent joyntement oveske lour barouns, com des tenements qe sunt de lour heritages ou de lour several purchaz. Mes endreyt des tenements qe sunt donez en fraunke mariage ou en autre manere par condicioun, ou le fe est tailie par fourme de doun a acoun homme e a sa femme e as heyrs de eux deux issaunts, e en cas ou reversioun deyt estre ou peot au donour ou a ses heyrs par fourme de doun, e en cas ou les tenements deyvent remeyndre a acoun par fourme de doun apres la mort des iteux feffez, en nul des teux cas en disheritaunce de ceux as queus les tenements issi donez apres la mort des issi feffez deyvent decendre, revertir, ou remeyndre par la fourme du doun, si la court avauntdite de ceo seyt aparceue, seyt nule conissaunce receue.[1] E si teux manere de reconissaunces se facent en meyme la court saunz estre apparceues, co ne seyt mye barre ne preiudiciel a ceux, as queux meyme les tenements issi donez apres la mort des iteux feffez deyvent decendre, revertir, ou remeyndre, qil ne pussent meyme les tenements en la vauntdite court de Gipp[ewyz] demaunder e recourir par bref le roy[2] solom vsage de meyme la vile saunz aver regard a la reconissaunce avauntdite ; en meyme la manere seyt la femme e ses heyrs apres la mort soun baroun barre a tutz jours par tele reconissaunce faite par prosces de play
f. 13. ou sour quiteclamaunce. E bien se avise chescun purchacour, qe avantage veot aver ou dreyt clamer par my tele reconissaunce cum avaunt est dyte dil dreyt la femme, qe sa seysine e soun estat sour tele reconissaunce

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[1] *seyt nule conissaunce receue*] The bailiffs in such cases were to refuse to take cognisance of any consent on the part of the wife.

[2] *par bref le rey*] By a writ of entry, called a *cui in vitâ*, as it contained the words "cui ipse in vitâ suâ " contradicere non potuit," or words to that effect, signifying that the claimant had not an opportunity to object to the alienation during the lifetime of the tenant.

stede as weel of tenementes that wommen purchasen ioyntly with here housbond, as of tenementz that bene of here heritage or of here several purchas. But in right of tenementz that ben yoven in fre mariage or in other maner by condicione, where that the fee is tailed be foorme of zift to the housbond[1] and his wyff, and to the heyres of hem comyng, and in caas where of the reversyoun owght to ben yoven [to the donor] or to the heyres by foorme of zift, and in caas where the tenementz owen to remeyndre to eny be foorme of zift after the day[2] of men so feffed, in noon swich caas in disheritacione of hem to whom the tenementz so yoven after the day[2] of men so feffed owyn to descenden, revertyn, and remeyndren be foorme of the zift, zif the court aforenseyd therof be aperceyed, be non reconisaunce receyved; and zif [swich] maner of reconisaunce ben doon in the court with outen aperceyvyd, that it be not barryd ne preiudice to hem, to whiche the same tenementz so yoven after the dethe of mene so feffed owyn to descendyn, revertyn, and remayndre, that the man[3] the same tenementz in the forseyd court of Gippiswich axene and recuryn after vsage of the same toun by writ of the kyng with outen havyng [regard] to the reconisaunce aforeseyd; and the same maner be the womman and here heyres after the deth of here housbond barrid att alle dayes by the reconisaunce maad by processe of plee or upone quyt cleym. And weel avyse hym eche purchasour, that wyl have avauntage or cleym right by swich reconisaunce as it is afornseyd of ryght of his[4] wyff, that his sesyn and his state on swich reconisaunce be good and

Add. MS. 25,011.

f. 8.

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[1] *to the housbond*] "to any man" would be the closer translation.

[2] *after the day*] "deth" should be read instead of "day."

[3] *that the man*] The word *man* may be a miscopying of the middle English word *mown* (may), the third person plural of the present tense of the indicative mood of the verb *mowen*, to be able.

[4] *his wyff*] "a wyff" should be here read instead of "his wyff."

Add. MS. 25,012.

seyt bon e suffisaunt pur ly ; kar si le tenement, dunt la reconissaunce ensi serra fete, veygne apres en demaunde par auncyenne ley e auncien vsage de la dyte vyle, le demandaunt serra bien receu a voyder la reconissaunce, en taunt sil pusse mettre aveyr par bone enqueste de meyme la vyle de Gipp[ewyz], qe le primer claimaunt par la dite reconissaunce vnkes par cele reconisaunce estat ne avoyt, ne seysine ne prist en le tenement demaunde avaunt la reconissaunce ne en la reconissaunce.

f. 12. b. Cap°. x°. De mesoun qe se abece sour autri mesoun.

Item si la mesoun de vn veysin deschece ou se abece damage fesaunt a la mesoun de vn autre veysin en la dite vile, eyt cely, veysin a qi le damage est feet soun recouverir ver cely par qi mesoun le damage est feet, par pleynte attache par gage e plegge[1] en forme de trespas devaunt les baillifs auauntditz, cest asaver, de tutz les damages e de tut lempirement qil aura eu par lenchesoun avauntdite, solom co qe lenpirement e les mages porrunt renablement est [re] retaxez par en queste.

f. 14. Cap°. xj°. De reconissaunce de fraunke tenement en cas de reversioun, &c.

Item com acun teygne tenements en la dite vile de Gipp[ewyz] a terme de vye ou des aunz, e cely, a qi meyme les tenementz aprez la mort des iteux tenauntz deyvent revertir ou remeyndre, veygne en la dite court de Gipp[ewyz] e graunte e conuce par soun fet en meyme la court le dreyt de la reversioun, ou le remeyndre des ditz tenementz apres la mort des y

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[1] *attache par gage et plegge*] The form of proceeding in such cases was by summons, and on the defendant appearing he was attached by pledges or sureties de stando ad rectum.

sufficient for hym; for zif the tenaunt[1] of the tenement where of the reconisaunce is so maad come after and axe the olde lawe and the olde vsage of the forseyd toun, the pleyntyff shal ben weel resceyved to vowen[2] that reconisaunce, in so moche zif he may puttyne hym to have be good enquest of the same toun of Gippeswiche, that they ferst clamer[3] by the forseyd reconisaunce never by that reconisaunce hadde state ne sesyn takyn in the tenement axed afore the reconisaunce ne in the reconisaunce. Add. MS. 25,011.

x. Of an hous that lenneth on an other hous.

Also yif an hous of oon neyghbour shete or abate or do damage and harm to the makyng of[4] an other neyghbourys hous in the forseyd toun, have he, that the damage is doon to, his recure by hym that the hous is harmed and damaged by pleynt begunnyn be wed and borghe in foorme of trespas be forn the forseyd ballyves, that is to weten, of alle the damages and of alle the harmys and of alle the emperyment that the damages may resonabely be taxed be a enquest.[5]

xj. Of recongnisaunce of fre tenement in cas of reversyon. f. 8. b.

Also whanne eny helde tenementes in the forseyd toun of Gippeswiche to terme of his lyff or of yerys, to hym,[6] to whom the same tenementz after the deth of the tenauntes owen to turne a zeyn or remayndre, come in to the forseyd court of Gippeswich and shewe and telle [by] his dede the ryght of reversyoun, or of the remayndre of the forseyd tenementes after the deth

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[1] *the tenaunt*] That is, the heir or party entitled to the reversion of the tenement, if he come after and claim it.

[2] *vowen*] to avoid or make void.

[3] *they ferst clamer*] that is, the party to whom the tenement had been conveyed by the aforesaid recognisance.

[4] *the makyng of*] These words are redundant.

[5] *be a enquest*] "Of alle the em- "peryment that he shal have had "by the aforeseid cause after that "the harm and the damages may "reasonably be taxed by an en- "quest," would be the more correct translation of the French text. A line seems to have been omitted by the scribe.

[6] *to hym*] "and he to whom" is required by the French text.

Add. MS. 25,012.

teux tenaunts a terme de vye ou des aunz estre a acun, seyt cel graunt e sa reconissaunce enroulee ovesqes les autres reconissaunces de fraunke tenement, e adunkes seyt agarde en pleyne court a fere venir par bone meynprise[1] cely tenaunt a terme de vye ou des aunz a vn certeyn jour de graunt court saunz essoygnes a conustre, quel dreyt il cleyme en meyme les tenementz; a quel jour sil ne veygne, seyt sa meynprise grevousement amercye, e pus seyt agarde qil seyt grevousement destreynt par tutz ses biens e ses chateux quel part qil seyent trouez de deynz la fraunchise de la dite vile de Gipp[ewyz], de deynz mesoun e de hors, cila qil veygne. E quant il vendra en court e aura conu qil ne cleyme ren en meyme les tenementz si noun a terme de vye ou des aunz, a dunkes seyt agarde en pleyne court, qe cely tenaunt a terme de vye ou des aunz se attourne[2] a teygne de cel jour en avaunt meyme les tenementz de cely a qi le dreyt de la reversioun ou dil remeyndre est graunte e conuz, auxi com il les tynt avaunt dil reconyssour. E si cely tenaunt a terme de vye ou des aunz par malice ou par inobedience ne voillie meynprise trover de venir en court a conustre quel dreyt il cleyme com avaunt est dyt, a dunkes seyt agarde qil seyt destreynt par ses chateux en la fourme auauntdite. E sour ceo seyt il garny par deux burgeys de la vile de estre devaunt meyme les baillifs a vn jour certeyn de graunt court[3] sour forfeture de meyme la destresce sour ly fete, a conustre quel dreyt

[1] *bone meynprise*] Mainpernors were, sureties, who in personal actions undertook to produce a defendant in court on a certain day.

[2] *se attourne*] shall transfer his service or homage, as tenant, to the reversioner.

[3] *de graunt court*] This would be the court of Portmannysmote.

of tho tenauntes to terme of lyff or of yerys to ben to ony, be that graunte and his reconisaunce enrolled with other reconissaunces of free tenementes, and thanne be it awarded in pleyne court to doon come by good meynprise that tenaunt to terme of lyff or of yerys att a certayn day of the gret court with outen essoyne to be a knowe what right he cleymeth in the same tenementes; at which day zif he come not, be his meynprise grevously amercyed, and after be it awarded that he be grevously distreyned by alle his goodes and his chauteux where that evere they be founden with inne the fraunchise of the forseyd toun of Gippeswich, with inne hous or with oute, til that he come. And whanne that he cometh in to court and knowelecheth that he cleym no thyng of the same tenementes but to terme of liff or of zerys, thanne be it awarded in pleyn court that that tenaunt to terme of lyff or of yerys helde [1] fro that day forward the same tenementes of hym, to whom the ryght of the reversioun or of the remayndre is graunted and knowen, as they helden ys a forne the reconisour. And zif thatt tenaunt to terme of lyff or of yerys by malice or by unbuxumnesse [2] wil not fynde meynprise to come in to court to be aknowe what right he cleymeth as it is a forneseyd, thanne be it awarded [that he be distreyned] by his chatteux by foorme afore seyd. And vpone this be he warned be ij. burgeises of the toun to ben afore the ballives att a certayn day of the gret court vpone forfeture of the same distresse vpone hym maad, for to be aknowe what right he cleymeth in

Add. MS. 25,011.

[1] "attourne and holde" would be the fuller translation.

[2] *unbuxumnesse*] Buxum is an old English word from bughsum, obedient, pliant, derived from the verb bugen, to bend, whence buges, boughs. It occurs in the Leet Oath formerly administered to the inhabitants of Ipswich in Whitsun week at the annual view of frank-pledge: "Ye shall be "buxom and obedient to all jus-"tices, &c., in all things that they "shall lawfully command you." See below, chap. xlv.

Add. MS. 25,012. f. 14. b.

il cleyme en les tenementz avauntditz ; a quel jour sil ne veygne e temoygne seyt qil fust garny com avaunt est dyt, seyt la destresce agarde forfete. E seyt meyme la forfeture agardee de chescune destresce sour ly fete apres la primère meynprise amercye, mes qil seyt renablement garny en la fourme avauntdite a chescune feze qil serra destreynt devenir en court sour meyme la forfeture. E si ceux qe sunt dyt tenauntz, quant il vendrunt en court, pussent par renables euydences mustrer qil ne deyuent attourner,[1] seyent lour evydences allowez solom ceo qe eles deyvent par resoun e par bone ley estre allowez. Mes pur nule tele reconissaunce avauntdite ne seyt ja tel prosces comence ver tel tenaunt a terme de vye ou dez aunz taunt com il seyt en prisoun, ou hors de seyne memorie, ou de hors les quatre mers Dengleterre, si la court de ceo seyt apparceue. E si tel prosces en tel temps seyt comence, a la sute de la partye ou de ses proscheynz amys seyt meyme le prosces aneenty e repelle par agard de court si tost com la court de ceo serra apparceue. E ordene est par comun assent[2] de la dite vile de Gipp[ewyz], qe teux manere des forfetures, com avaunt sunt dites, seyent leevez a comun proffyt de la ville e livreez a certeynes gentz e creables, qe de ceo pussent respoundre a la comunalte, e ne mye taunt soulement al proffit des baillifs de la ville.

Capº. xijº. De reconissaunce de rente.

Item si ceo seyt rente issaunt de fraunke tenement en meyme la ville qe seyt graunte a acun par reconis-

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[1] *ne deyvent attourner*] that they ought not to transfer their homage or service to the reversioner.

[2] *comun assent*] That is by the consent of the commonalty of the town, assembled before the bailiffs and coroners and the rest of the capital portmen.

the tenementes a forne seyd; att which day, zif he come not, be it wittenessed[1] that he was warned and that the distresse h[as] is a [fornę seyd] was awarded and forfetyd. And be the same forfeture awarded att eche distresse vpone hym maad after the ferste meinprise amercyed, but that he be resonabely warned in foorme aforne seyd at eche tyme that he be distreyned to come in to court vpone the same forfeture. And if they, that ben tenauntes, whanne they comyn in to the court and they may by[2] resonable evidence that they owyn be resone and good lawe to be allowed. But for non swich reconisaunce afornseyd lete non processe begynnen a zeyne swiche a tenaunt to terme of lyff or of yerys as longe as he is in prisone or out of mynde or be zonden the iiij. sees of Ingeland, zif the court theroff be aperceyved. And zif swiche processe in swych tyme begunnen att the sute of the partye or of the next neghboures, be that same processe anulled and repelled by award of the court as soone as the court ther off be aperceyved. And it is ordeyned by comoun assent of the forseyd[3] [toun of Gippeswiche, that swiche maner of forfetures as aforn seyd be leveed for the comoun proffyt of the toun and delivered to certeyn personys and credibele, that therof may answeryn to the commaltie, and not oonly to the proffyt of the baillives of the toun.][4]

Add. MS. 25,011.

xii. Of recongnisaunce of rente.

[Also zif there be rente goyng out of fre tenement in the seyd toun, that be graunted to eny by recong-

[1] *be it wittenessed*] "and it be "wittenessed that he was warned "as aforeseyd, be the distresse "awarded forfettyd," would be the better translation.

[2] *and they may by*] "can by re-"sonable evidence shewyn that "they owen not to attourne, be her "evidences alowed according as "they owyn by reson and goode "lawe to be alowed," would be more correct.

[3] Here a leaf has been lost from the MS.

[4] The editor has restored, within brackets, in contemporaneous English, as far as his study of other parts of the English version would enable him so to do, the missing chapters, of which the leaf or leaves are lost.

Add. MS. 25,012. saunce fete en meyme la court devaunt meyme les baillifs, adunkes seyt vsee meyme le prosces com avaunt est dyt en la derreyne constitucioun avaunt ceste a faire venir le tenaunt, qe cele rente deyt payer, a la proscheyne graunt "court" apres cel graunte e cele reconissaunce fete a conustre devaunt meyme les baillifs, par quel service il cleyme tenir le tenement, dunt la rente avaunt dite est grauntee e reconue. E quant il vendra en court e aura conuz qil tyent meyme le tenement dil avauntdit reconissour e par meyme la rente avauntdite, adunkes seyt agarde qil se attourne de cele rente a cely a qi meyme la reconissaunce est fete. E
f. 15. si il dye qil ne cleyme mye tenir le tenement, dunt la rente est issaunt, dil avauntdyt reconissour, a cel desclamer ne seyt il pas receu taunt com cely, a qi la dite reconissaunce estoyt fete, veoillie averer par bone enqueste qe cely tenaunt, qe cele rente doyt payer, tynt dil avauntdit reconissour meyme le tenement, e par meyme la rente, le jour de la dite reconissaunce fete. E si cely tenaunt ne veoillie cel aveyrement receyvre, seyt agarde qil se attourne com avaunt est dyt. E sil ne veoillie attourner de soun gre apres cel agard, done adunkes eyt cely, a qi la dite reconissaunce estoyt fete, accioun a destreyndre pur meyme la rente, auxi com le avauntdit reconissour avoyt, e avower la destresce bone solom vsage de la ville par vertu de la dite reconissaunce e dil agard avauntdit. Mes si il pusse renablement mustrer pur quey il ne se deyt attourner, a ceo seyt il receu solom ceo qe ley e resoun demaunde.

Cap°. xiij°. De fresche abatement pur tenement enclos.

Item si nul en la dite ville enclost ses tenementz, par quey qe les chefs seygnurs ou autres ver les queux les tenementz seyent chargez ne pount avenir a fere destresces pur lour rente arrere, eyent meyme les seyg-

nisaunce doone in the same court aforn the seyd baillives, thanne be used the same prosses as aforneseyd in the constitucion aforne this to doone the tenaunt that oweth to pay this rente comyn to the next great court after the graunt and the recongnisaunce doone, to be a knowe aforn the seyd baillives be what service he cleymeth to holde the tenement, wherof the aforneseyd rente is graunted and knoweleched. And whanne he shal come into court and shal knoweleche that he holde the seyd tenement of the aforne seyd recongnisour and by the same rente afornseyd, be it thanne awarded that he attourne of that rente to hym, to whom the recongnisaunce is doone. And zif he sey that he doo not cleym to holde the tenement wherof the rente is goyng from the afornseyd recongnisour, to that discleymer be he not resceyved as longe as he to whom the seyd recongnisaunce was doone is wyllyng to averryn be good enqueste, that swiche tenaunt that oweth to pay that rente holde the seyd tenement of the afornseyd recongnisour, and be the seyd rente, from the daye of the dooyn of the seyd recongnisaunce. And zif swich tenaunt be nott wyllyn to resceyve this averment, be it awarded that he attourne as aforn seyd; and zif he be nott wyllyn to attourne of his own accord after the award yovene, thanne have he to whom the seyd recongnisaunce was doone an accione of distresse for the seyd rente as weel as the afornseyd recongnisour had, and avowe the distresse goode after the usage of the toune be vertue of the seyd recongnisaunce and the awarde afornseyd. But zif he can renably shewyn, wherfor he oweth not to attourne to hym, be he resceyved after that lawe and reson demaunde.] Add. MS. 25,011.

[Also zif eny in the seyd toun enclose hese tenementz, wherby the chefe lordes and othyr for whom the seyd tenementz are charged cannot comen for to make distresse for here rente in arere, have the seyd lordes xiii. Of fressh abatement for tenement in clos.

Add. MS. 25,012. nurs ou autres ver queux meyme les tenementz seyent issi chargez lour recourir ver lour tenauntz devaunt les baillifs de la dite vile par pleynte de abatement, auxi com il aureyent par brefe de novele disseysine devaunt justices le roy, ceo est asaver, sil attachent lour pleyntes ver lour tenauntz de deynz les primers xl. jours apres co qe lour rente lour serra vyee. E si lour rente apres co qil aurunt issi vne feze destreyntz lour seyt autre feze vyee, ne il ne pount pur ceo destreyndre auxi com il soleyent, par quey qe pleynte seyt autrefeze attache ver teux tenauntz, seyent les damages taxez au double de co qil furent taxez a la primere pleynte. E a taunt de feze com teles pleyntes seyent f. 15. b. attachez pur lenchesoun avauntdite, a taunt de feze seyent les damages dublez.

Cap°. xiiij°. De tenementz qe gisent frisches.

Item si nul tenaunt en lavauntdite vile lest ses tenementz gisir issi frisches, qe le chefe seygnur du fe ne peot avenir a fere nule renable destresce en meyme le tenement pur la rente arrere, e le tenaunt cesse par quatre termes a fere gre al dit chefe seygnur pur les arrerages de la dite rente, e le chefe seygneur par cel cesser porte soun brefe de custumes e de services ver soun tenaunt en la court de meyme la vile, e derene[1] sa rente ver soun avauntdit tenaunt e ses damages pur le cesser, a dunkes si celuy tenaunt ne voillie gre fere a soun avauntdit chefe seygnur de meyme les arrerages e des damages agardez, seyt le tenement livree au dit chefe seygnur a garder vn aan e vn jour, de deynz quel temps si le avauntdit tenaunt voillie gre fere a soun chefe seygnur de meyme les arrerages e des damages, reheyt il soun tenement saunz nule manere

[1] *derene*] The word *dereyn* is in the common law used diversely. Glanville in several places uses the Latin equivalent "dirationare" in the simple sense of proving by discussion, and Bracton uses it in the same way.

and othir for whom the seyd tenementz are so charged recure azens here tenauntes aforn the baillives of the seyd toun be plee of abatement, as weel as they shulde have be writ of newe dissesyn afore the justise of the kyng, that is to wetyn, zif they brynge here pleyntz azens here tenaunts with ynne the ferst fortie dayes after that here rente shal be denied. And zif here rente after they have oons distreyned be a seconde tyme denied, and they cannot distreyne for it as they were wont because a pleynt has been aforn maad azens swiche tenaunts, be the damages taxen at doubele of that at which they were taxen at the ferst pleynt; and as often as swiche pleynts shal be maad for the cause afornseyd, so often shal the damages be doubeled.] Add. MS. 25,011.

xiiij. Of tenementes that lyene fresshe.

[Also zif eny tenaunt in the afornseyd toun alowe his tenementz to lye so fresshe, that the chefe lorde of the fee cannot come for to makynge eny resonable distresse on the same tenement for the rente in arrere, and the tenaunt cese for four termes to maken gree to his chefe lorde for the areres of the seyd rente, and the chefe lorde for such ceseing bryng his wryt of custum and servise a zens his tenaunt in the court of the seyd toune, and preve his rente a zens his afornseyd tenaunt, and hese damages for the ceseing, thanne zif the seyd tenaunt be nott wylling to maken gree to his afornseyd chefe lorde for the seyd areres and damages awarded, be the tenementz delivered to the chefe lorde to hold for a zer and a day, with ynne which zif the afornseyd tenaunt wyl maken gree to his chefe lorde for the areres and damages, have he a zeyn[1] his tenement with oute eny maner of destur-

[1] *have he a zeyn*] The word "reheyt" has been assumed by the editor to be the French equivalent of "rehabeat," which is the title of a writ directed to the sheriff to restore seisin, where he has delivered seisin of more land than he ought to have done.

Add. MS. 25,012. destourbance. E sil ne veoillie gre fere, remeygne le tenement al avauntdit chefe seygnur e a ses heyrs a tutz jours.

Capᵒ. xvᵒ. De fresch abatement ver tenaunt qe countre-plede soun seygneur de ses services.

[1] Item si nul chefe seygnur en la vaunt dite vile destreygne en soun fe pur services qe arrere ly sunt, e soun tenaunt face delivrer la destresce par gage e plegge devaunt les baillifs de la ville e . . . .
devant meyme les baillifs . . . .
les tenementz ou la destresce fu fete, a dunkes eyt celi chefe seygnur apres cel desclamer jour recovrir ver son tenaunt par pleynte de abatement devaunt meyme les baillifs auxi com il auroyt par brefe de novele disseisine devant justices, cest a saver sil attache sa pleynte de sure du deynz les primers xl. jours apres cel desclamer.

Capᵒ. xvjᵒ. De tenement devisables et prove de testamentz.

Item vsee est en la vauntdite vile de Gippe[wyz] qe tutz i ceux qe unt tenementz e rentes en meyme la vile de lour several purchaz en fee, qil pussent ceux tenementz e celes rentes devyser en lour lytz moryauntz franche-ment en quele manere qil voudrunt e a ky, e qe la der-reyne volunte le testatour en dreyt du tenement devise par testament escrit ou nuncupatyf seyt provee devaunt les baillifs de la ville de deinz les primers xl. jours apres la mort le avauntdit testatour, e seyt la prove receue par ij. hommes jurez au meyns e severalment examinez

f. 17.

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[1] A strip of vellum has been pasted over this chapter, which has been thus rewritten :—

f. 16. Item si nul chefe seygnur en la dyte vyle destreygne en soun fe pur rente qe arere ly est, e soun tenaunt face delivrer la destresce par gage e plegge devaunt les baillifs de la dyte vyle, ou qil le desturbe a destreyndre en soun fe par rescus e par frestalle qil ne pusse destreyndre auxi com fere deyt, eyt cely chefe seygnur soun recourir devaunt les avauntdytz baillifs par pleynte de abatement, auxi com il aureyt par brefe de novele disseysine devaunt justices, cest asaver, sil attache sa pleynte de sure freschement de denz les primers xl. jours apres la dite delivrance fete, ou apres qil serra desturbe a destreyndre com avaunt est dyt.

baunce, and zif he wyl nott make gree to hym, thanne duelle the tenement to the chefe lorde and hese heyres att alle dayes.] Add. MS. 25,011.

xv. Of fressh abatement ayens a tenaunt that contrapledeth his lord.

[Also[1] zif eny chefe lord in the aforn seyd toun distreyne on his fee for servises which are in arrere to hym, and hise tenaunt do deliver the seyd distresse be wed and borugh aforn the baillives of the seyd toun, or hym lett in distreyning on his fee by rescue and by forestal,[2] so that he cannot distreyne as he oweth to do, have that chefe lord his recure aforn the seyd baillives be plee of abatement, as weel as he shulde have be writ of newe dissesyn afore the justise, that is to wetyn, zif he brynge his pleynt in suyn fresschly with ynne the ferst fortie dayes after the seyd deliverance doone, or after he shal be lett in destreynyn as afornseyd.]

xvi. Of tenementes departable and preeff of testament.

[Also it is usyd in the forseid toun of Gippeswyche, that alle those who have tenementz and rentes in the seyd toun of here several purchaces in fee, that they may devis tho tenementz and rentes in here beds deying frely in swiche maner as they wyllen, and to whom so evere the last will of the testator in right of the tenement divised by testament wrytten or nuncupatyf be preven aforn the baillives of the seyd toun with ynne the ferst fortie dayes after the deth of the seyd testator, and be the preeff resceyved by two men sworen at least[3] and severally examined upon]

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1 *also*] The editor has translated the text written on the strip of vellum, and has not thought it necessary to translate the incorrect version of chapter xv. for which the version on the strip of vellum was intended to be a substitute.

2 *forestal*] Forestal signifies an intercepting on the high way. It is defined in the Laws of Henry I. ch. lxxx. § 4. Forestal est, si quis ex transverso incurrat vel in via expectet et assaliat inimicum suum.

3 *two men sworen at least*] The common law required two witnesses at least. Debet autem testamentum fieri coram duobus vel pluribus viris legitimis, clericis vel laicis, et talibus qui testes inde fieri possunt idonei. Glanville, l. vii. ch. 6.

Add. MS. 25,012. sour la derreyne volunte le mort; e si la preove seyt trove acordaunte e bone, seyt ele enroulee en roule de la ville, e seyt ladministracioun grante a les exeqetours le mort solom la fourme de la dite prove, e la seysine du tenement devise livre a celuy, a qi il estoyt devisee, par meyme les exeqetours e par veue e temoygnaunce des baillifs de la dite ville sauve chescuny dreyt. E si la prove ne sacorde mye issi qe lem treove variaunce ou suspecioun de fraude en le testament avauntdit, seyt cel testament agarde pur nul quaunt au fraunke tenement devise, e demeorge meyme cel fraunke tenement a celuy qi maour dreyt enad. E si les exeqetours le mort par malice ou par collusioun ne veolent le testament prover de deynz les primers xl. jours apres la mort le testatour, ne la seysine du tenement devise lyvrer a celuy a qi il estoyt devise, e le clamaunt par devys veygne en la dite court de Gipp[ewyz] de deynz les primers xl. jours e mette soun cleym en meyme le tenement a luy devise, e prie qe les exeqetours du dyt testatour seyent garnys de venir prover le testament le mort, ou a mustrer pur quey celuy clamaunt par devis ne deyt la seysine aver du tenement qil ensi cleyme par devys, adunkes seyent meyme les exeqetours garnyz a meyme le lu ou il sunt residentz e demorauntz en la ville, e, si il seyent foreyns,[1] a meyme le tenement devise qe est en lour garde, de venir a vn jour certeyn devaunt les avauntditz baillifs de la ville a prover le testament le mort avauntdit e a monstrer pur quey le clamaunt par devis

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[1] *foreyns*] strangers not residing in the town of Ipswich, in which case constructive service on them was to be made at the tenement itself.

Add. MS. 25,011. f. 9.

the last will of the dede, and zif the preeff be founden acordyng and good, be it enrolled in the rolle of the toun, and be administracion grauntyd and executours of the deth[1] after the foorme of the forseyd preeff, and the sesyn of the tenement divised delivered to hym to whom it was divised by the same executours and be syghte of[2] wittenesse of the ballyves of the forseyd toun with oute eny withsittyng; and zif the preff acorde not, so that men fynd variaunce of suspecioun or fraude[3] in the testement aforeseyd, be the testament awarded for non as to the fre tenement divised, and duelle the same fre tenement to hym that hath most right; and zif the executoures of the dede be malice or by collusyon willen not preven the testament with inne the ferst xl. dayes after the deth of the testatour, ne dissesyn[4] of the tenement divised lyveryd to hym to whom it was divisyd, and the cleymand azeyns hem[5] come in to the forseyd court of Gippeswych with inne the ferst xl. dayes and set his cleym vpon the same tenement to hym divised, and preyeth the executours of the forseid testatour ben warned to come to preven the testament of the dede, or to shewyn wherfore that cleymand a zens hym oughte no sesyn to have of that tenement that he so cleymeth a zenst hem, thanne ben the same executoures warnyd at the same place where they ben sittyng and duellyng in the toun, and, zif they be foreyns, at the same tenement divisyd that is in here kepyng, at a certayn day a fore the foreseid ballyves of the toun, to preven the testament of the foreseid dede, and to shewyn wherfore the cleymand a zeyns hym owith not to have sesyn of the

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[1] *and executours of the deth*] "to "the executours of the dede" would be the correct translation.

[2] *of wittenesse*] "and" should be read instead of the word "of."

[3] *or fraude*] "or suspicion of "fraude" should be read.

[4] *dissesyn*] "the sesyn" should be here read.

[5] *azeyns hem*] "by devis" would be more correct than "azeyns hem," both here and in the subsequent parts of this chapter.

Add. MS. 25,012. f. 17. b.

ne deyt la seysine aver de meyme le tenement qil cleyme par devis; a quel jour si les exeqetours venent e veolent le testament prover, seyt la prove receue e la seysine du tenement devise lyvre al avauntdit clamaunt par devys en la fourme avauntdite. E si les exeqetours ne venent mye au jour qil sunt garnyz de venir, e le clamaunt par devys pusse averer par bone enqueste ou en autre manere renablement prover solom vsage de la ville, qe le avaunt dit testatour en sa derreyne volunte luy devisa meyme le tenement, qil cleyme par devis, auxi com il dyt, luy seyt la seysine livre par les avaunt ditz baillifs sauve chescuny dreyt. E sil aveygne qe les exeqetours meorgent avaunt qil aurunt le testament provee, seyent lour exeqetours receuz a meyme la prove faire de deynz les primers xl. jours apres la mort de meyme ceux exeqetours, auxi com les primers exeqetours serreyent sil fussent en vie. E si ceux exeqetours de exeqetours ne veolent le avauntdit primer testament prover en la forme avauntdite, eyt le demaundaunt par devys sa sute e soun recovrir vers eux, auxi com il vst en ver les primers exeqetours.

Cap°. xvij°. De tenement devise a enfaunt dedenz age.

E si tenement seyt devise a acoun enfaunt de deynz age, e les exeqetours par malice ou par collusioun ne veolent le testament prover ne la seysine du tenement devise livrer a meyme lenfaunt de deynz age, seyent les procheynz amys lenfaunt receuz a faire la sute oveskes lenfaunt devaunt les avauntditz baillifs, si lenfaunt ne sache meymes sure, a faire venir les exeqetours de prover le testament le mort en la fourme avauntdite. E si lenfaunt de deinz age par les exeqetours ou par le heyr le testatour seyt alloygne[1] pur luy barrer

[1] *alloygne*] This word in the sense of removing or carrying away is used in Britton, l. i. c. xii. § 3; c. xviii. § 1.

same tenement, that he cleymeth by the vis;[1] to which [day] zif the executours comyn and willen preven the testament, be the preff resceyved and the sesyn of the tenement divisyd delivered to the same cleymere by the foorme afornseid. And zif the executours comen not at the day that they weryn warned to come, and the cleymere may averryn by good enquest or in other maner resonabely proven after the vsage of the toun, that the forseyd testatour in his last wille divisyd hym the same tenement that he cleymeth be the vis[2] as he seith, be the sesyn delivered to hym a forn the forseyd ballives to save everech right. And zif it be falle that the executours deyen a fore that they have proved the testament, be here executours resceyved to make the same preeff with inne the ferst xl. dayes after the deth of the same forseid executours, as the ferst executours shulden have ben zif they hadden ben alyve; and zif the executours willen not preven the ferst testament in the foorme aforseid, thanne have the cleymand by devis his sute and his recure a zeyns hem, as he shulde have had a zenst the ferst executours. Add. MS. 25,011. f. 9. b.

xvij. Of tenementes.

Also zif ony tenementz ben divisyd to ony child with inne age, and the executours be malice or by collusion willen not preven the testament, ne deliveren sesyn of the tenement divised to the same child with inne age, thanne be the next freend of the child resceyved to make the sute [with the child] aforn the ballyves, zif the child can not suyn, to doon the same executours comyn to preven the testament of the dede in the foorme aforseyd. And zif that child with inne age by tho executours or by the heire of the testatour be allowed,[3] for to barryn hym from his right of that

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[1] *by the vis*] "by devis" should be read here.

[2] *be the vis*] "by devis."

[3] *be allowed*] This is a mistranslation: "be removed to a distance," or "be kept out of the way," would be the proper translation.

Add. MS. 25,012.

de co qe a luy est devise, issi qil ne pusse meymes sure ovesqes ses amys a recovrir le tenement qe a luy est devise, a dunkes seyent ses procheynz amys receuz a sure pur luy auxi avaunt com meyme lenfaunt serreyt sil fust en present.

f. 18.

Cap^o. xviij^o. De tenement devise qe ne est pas devisable.

E si tenements en la vauntdite ville de Ĝip[pewyz] seyent devisez qe 'ne' seyent pas devisable, pur co ne seyt pas celuy a qi meyme teux tenements issi deviseez deyvent apres la mort des teux testatours descendre, revertir, ou remeyndre, barre qil ne pusse meyme ceux tenements recovrir par pleynte de abatement, cest asaver, sil se boute eynz[1] freschement apres la mort du dit testatour, ou de deinz les primers xl. jours apres le testament prove e la seysine livree au clamaunt par devys e seyt debote.[2] E si celuy, qe tel dreyt en voudra clamer, seyt demoraunt en payis hors de prisoune e de bone memorie, seoffre le tenaunt par devys sa seysine contynuer en meyme le tenement a ly devise, tut 'ne' seyt pas[3] le tenement devisable, xl. jours apres la seysine a luy livre par devys pesiblement saunz mettre cleym e destourbaunce faire en la fourme avaunt dite, ne eyt il pas recovrir par pleynte de abatement apres meyme les xl. jours passez. Mes si il se boute eynz[1] apres meyme le terme e seyt debote,[2] eyt il soun recovrir sil peot par brefe de novele disseysine ou par autre brefe solom ley e vsage de la ville. E si nul, qe dreyt voudra clamer en meyme les tenementz devisez com

[1] *sil se boute eynz*] if he thrust himself in, that is, if he claim or begin his plaint.

[2] *e seyt debote*] and be thrust out. "S'il soit deboté" in this sense is used by Britton, l. ii. c. xii. § 7.

[3] *tut ne seyt pas*] notwithstanding the tenement be not devisable.

Add. MS. 25,011.

thyng that is divisyd to him [so that he cannot even suyn with his freends to recure the tenement which is divisyd to hym], thanne be his next freend resceyved to suyn for hym, as was a forn whanne the same child was with hem in presence.

xviij. Of tenement departed that ys not departable.

Also zif tenementz in the same toun of Gippeswich ben divised that ben not divisable, for that be not he, to whom the same tenementes so divised [owyn] after the deth of swich testatours descenden, revertyn or remayndryn, barryd that he may not recuren be pleynt of abatement, that is to wetyn, zif it be abated[1] fresshly after the deth of the forseyd testatour, or with inne the ferst xl. dayes after the testament preved and the sesyn delivered to the cleymer be devis [and he be thrust out]. And zif he, that wil cleyme swich right, be duellyng in the countre oute of prisone and in good mynde, suffre the tenaunt to contynuen his sesyn in the same tenement to hym divised, though the same tenement be not divisable, xl. dayes after, be not the sesyn[2] delivered to hym be devis pesibly with oute settyng cleym of lettyng[3] in the foorme aforn seyd, have he not his recure be pleynt of abatement after the same xl. dayes passed. But zif he begynne his pleynt with inne the same terme,[4] have he his recure, and he may be writ[5] of newe dissesyn or by an other writ after the lawe and usage of the toun. And if eny man, that wil cleyme right in the same tenementes

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[1] *zif it be abated*] "zif he thrusts "himself in" would be the correct translation. In this sense "se bote "eynz" is used by Britton, l. ii. ch. ix. s. 11.

[2] *after be not the sesyn*] This would be more correctly translated "after the sesyn had been de- "livered."

[3] *of lettyng*] "and lettyng," that is, "and objecting to, or disturbing "the possession of the devisee" would be the proper translation of the French text.

[4] *but zif he begin his pleynt with inne the same terme*] The French text should be rendered "but zif he "thrust himself in after the same "terme, and be thrust out."

[5] *and he may be writ*] "if he may "by writ" is the sense of the French text.

Add. MS. 25,012.

avaunt est dyt, eynz ceo qe la seysine de meyme le tenement esteyt livre au tenaunt par devys, seyt hors de payis ne mye sachaunt dil devys, ou en prisoun ou hors de seyne memorie quant il voudra en pays, ou hors de prisoun ou serra de bone memorie e treove le tenaunt par devys par seysi en le tenement a luy devisee, e luy deboute freschement,[1] ou qil se boute eynz en clamaunt soun dreyt e seyt debote,[2] eyt il soun recovrir par pleynte de abatement en la fourme avauntdite. En meyme la manere enfaunt de deinz age, ceo est asaver, qe ne eyt mye acumpli le plenerage de la ville, qe tiel cleym i voudra mettre en teux tenementz f. 18. b. devisez, mette soun cleym ou tele destourbaunce par luy ou par ses procheynz amys de deinz les primers xl. jours apres la mort du dit testatour, ou apres la seysine livre au clamaunt par devys. E sil ne face, perde il le avauntage a recovrir ren en ceux tenementz par pleynte de abatement. Mes quant il vendra a soun age, se purchace par brefe le Rey solom usage de la ville si cum avaunt est dit.

Cap°. xix°. De tenement devise a acun taunt com il est hors de payis.

E si tenement seyt devise a acun taunt com il est hors de payis, e le testament le testatour seyt provee en la fourme avauntdite, seyt la seysine de meyme le tenement devise livre a acun des procheynz amys celuy a qi le devys est fait, a garder e la seysine contynuer en noun celuy a qi meyme le tenement estoyt devisee, saunz wast ou destruccioun faire, cila qil meymes veygne

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[1] *et luy deboute freschement*] and thrust him out freshly.

[2] *ou qil se boute eynz en clamaunt soun dreyt et seyt debote*] "or that "he thrust himself in claiming his "right and be thrust out." No translation of these words is found in the English version.

divisyd as it is afornseid, afore that the sesyn of the same tenementes ben delivered to the tenaunt be devis, be out of the countre, not wetyng of that devis, or in prisoun, or out of good mynde, whanne he cometh in to cuntre or out of prisoun or be a zeyn in good mynde, and fynde the tenaunt de devis sesyd in the tenement to hym divised, and plete a yenst the tenaunt with inne the ferst xl. dayes[1] after his comyng home or out of prisoun or a zeyn of good mynde, have he his recure be pleynt of abatement be foorme afore seyd. In the same maner a child with inne age, that is to wetyn zif he hath not fulfelled the ful age[2] of the toun, that swich cleyme wil settyn of swyche tenementz divisyd, [sett he] his cleyme or swyche disturbaunce by hym or by his next freend with inne the ferst xl. dayes after the deth of the forseyd testatour, or after the sesoun[3] delivered to the cleym and by devis. And if he do nott he leseth avauntage to recuren eny thyng in tho tenementz be pleint of abatement. But whanne he cometh to his age he may purchase the writ of the kyng[4] after the usage of the toun as is a fornseyd.

Add. MS. 25,011.

f. 10.

xix. Of tenement departed to eny persone while he is out of the countre.

Also zif tenement be divisyd to eny man whil he is out of cuntre, and the testament of the testatour be preved as it is afornseyd, be the sesyn of the same tenement delivered to summe of the next frendes of hym to whom the same devis is maad, to kepyn and to helden sesyn in his name, with oute wast and distruccion, til that he come to countre; and be the foorme

[1] *with inne the first xl. dayes*] These and the following words, down to "of good mynde," are not found in the French text. They are, however, the legal equivalents of "fresshly."

[2] *the ful age*] that is, "fourteen "years." See below, chap. lxx., "Of the age of the toun."

[3] *sesoun*] sesyn.

[4] *the writ of the kyng*] a writ of novel disseisin, or a writ de morte antecessoris in the case of an heir to land, which had been wrongfully devised to a stranger.

Add. MS. 25,012. en payis. E seyt la fourme de cele livree entre en roule de la ville. E quant cely a qi le avauntdit tenement estoyt devise serra venu en payis, eyt il les entreez e sa seysine saunz nule destourbaunce ou countredit de celuy a qi la seysine esteyt ballie [1] en soun noun ou de ses heyrs. E si destourbaunce luy seyt fete par le avauntdit gardeyn ou par ses ‛heyrs, qil’ ne pusse les entrer e la seysine aver en le avauntdit tenement a luy devise, luy facent les baillifs de la ville solom la fourme dil enroulement e de la prove du testament avauntdit la seysine livrer, si celuy a qi la garde esteyt ballie [1] ou ses heyrs ne pusse mustrer par plus tardyfe title de celuy meymes qe cleyme par devys, pur quey la seysine ne luy deyt estre livre. E si celuy, a qi le dit tenement devise est ballie [1] en garde en la fourme avauntdite, eyt fait wast en meyme le tenement, eyt meyme celuy clamaunt par devys soun recovrir ver luy de ses damages pur le wast devaunt les baillifs de meyme la ville par gage e plegge solom ley e vsage
f. 19. de la ville, cest a saver, si il voillie en teu manere pur meyme les damages sure. E si cely gardeyn meorge, e soun heyr teygne le tenement devise, eyt le dit clamaunt par devis, quel houre qil veygne, le tenement a luy devise hors des meyns del heyr saunz destourbaunce e meyme le courir [2] ver luy, si mester seyt, com il vst eu ver soun auncestre a ‛qi’ la garde primes esteyt ballie sil fust en vye, e ne seyt ‛pas’ la seysine dil heyr en teu caas tenue pur nule nyent plus qe de soun auncestre, mes tutz jours com en garde en noun celuy a qi le dit tenement estoyt devise. E si le dit tenement devise seyt alyene en estraunge meyn par celuy a qi la garde estoyt ballie com avaunt est dit, ou par soun

[1] *ballie*] baillé, in the sense of "delivered" is the usual form.

[2] *courir*] recovrir or recourir should be here read.

of that deliveraunce entred in the rolle of the toun. And whanne he to whom the forseid tenement was divised be comyn in to countre, have he entresse and his sesyn with oute eny lettyng or withseyeng of hym to whom the sesyn was takyn in his name, or of his heires; [and zif lettyng be doon to hym by the forseyd keper or by his heires,] so that he may not have his entresse and his sesyn in the forseyd tenement to hym divisyd, thanne the ballyves of the toun shul doon after the fourme of enrollyng of the rolle, and after a preeff of the testament delyveren the forseyd sesyn, zif he to whom the kepyng was takyn, or his heyres, mown not[1] shewyn by lattere titele of the same that he cleymeth by devis, wherfore the sesyn owith not to be delivered to hym. And zif he, to whom the forseyd tenement divisyd was takyn in kepyng in the foorme aforseid, make wast in the same tenement, have the same cleymer by devis his recure a zenst hym of his damages for the wast aforn the ballyves of the same toun by wed and borgh after lawe and usage of the toun, that is to weten, zif he wyl in swich maner for the same damages suyn. And zif that keper deye, and his heir holdeth the tenementz divisyd, have the forseyd cleymer be devis, what tyme that he cometh, the tenementes to hym divisyd out of the heyres handys with oute ony lettyng, and the same recure a zens hym, zif mister be,[2] as he shulde have had a zenst his auncetre to whom the forseyd kepyng was ferst takyn to, zif he hadde ben on lyve. And be the sesyn of the heyr in swich cas holden for none, no more thanne of this auncetre, but alle dayes as in kepyng in his name to whom the forseid tenement was divisyd. And zif the forseyd tenement divisyd be aliened in to straunge hand by hym to whom the kepyng was takyn as it is aforseyd, Add. MS. 25,011.

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[1] *mown not*] may not, or can not, being the third person of the present tense of the indicative mood of the early English verb "mogen" or "mowen."

[2] *zif mister be*] if need be.

Add. MS. 25,012. heyr avaunt qe le clamaunt par devis veygne en payis, quel houre qe meyme celuy clamaunt par devis veygne e se boute en meyme le tenement a luy devise e seyt debote,[1] eyt il soun recoverir devaunt les baillifs de la dite ville par pleynte de abatement auxicom il aureyt devaunt justices par brefe de novele disseysine, cest a saver, sil attache sa pleynte de deinz les primers xl. jours apres qil serra debote,[1] pur ceo qe fraunke tenement luy est acru[2] par vertu dil devis e de la preove du dyt testament e de ceo qe la seysine ad este contynue en soun noun en le dit tenement devise. E si les exeqetours le mort ne veolent le testament prover par malice ou par collusioun, com avaunt est dit, ne la seysine livrer du tenement devise au procheyn amy celuy, a qi il estoyt devise en la fourme avauntdite, ne a luy meymes quant il serra venu en payis, pur ceo ne seyt pas celuy a qi tel fraunke tenement est devise par la malice e la collusioun des teux fauz exeqetours barre de accioun a demaunder e recoverir meyme le fraunke tenement a luy devise par prosses a faire venir les exeqetours de deinz les primers xl. jours apres co qil serra venu en payis, a prover le testament le mort en la manere avauntdyte, ou en autre manere solom ceo qil entendera meuz faire soun proffit, par brefe le rey, hors des meyns des ditz exeqetours, ou hors de autri meyn, en qi seysine meyme le tenement devise
f. 19. b. deveygne apres la mort le avauntdyt testatour, ne mye nusaunt a luy excepcioun de la noun prove du dyt testament, dementers qe le demaundaunt par devys pusse le devys avauntdit par bone enqueste averer. E si tel tenement seyt recovre par juggement hors des meyns des teux exeqetours, receovre le demaundaunt

[1] *debote*] and "be thrust out" as above. The terms are perhaps not to be construed literally, and may mean that a claim was made by the [illegible] and was rejected by the [illegible] heir.

[2] *acru*] Acruist, accrewed, Kelham. Accres in the sense of accretion occurs in Britton, l. ii. ch. ii., § 9.

Add. MS. 25,011.

or be his heir, aforn that the cleymer by the vis[1] cam in to countre, and he cleyme[2] the same tenement to hym divisyd [and be thrust out], have he his recurer aforn the ballives of the toun by pleint of abatement,[3] f. 10. b. as he shulde have a fore the justise be writ of newe dissesyn, that is to witten, zif he begynne his pleynt with inne the ferst xl. dayes after that he be debated for that the fre tenement is to hym longand[4] be vertu of devis and preeff of the forseyd tenement, and for the sesyn hath ben holden in his name in the forseyd tenement divised. And zif tho executours of the dede willen not prevyn the testament by malice or collusion as it is aforseyd, ne deliveren sesyn of the tenement divisyd to the next freend of hym to whom it was in fourme aforseyd, ne to hym self whanne he is come in to countre, for that ne be he, to whom that fre tenement is divisyd, be malice or collusione of swich false executours barryd from his accione to axen and recuren the same fre tenement to him divisyd by proces to do come the executours with inne the ferst xl. dayes after that he be comyn in to countre, to prevyn the testament of the dede in the maner aforseyd, or in other maner after that he may best doon his profight, by kynges writ, out of the handes of the forseyd executours, or out of other handes in which the sesyn of the same tenement divisyd cometh after the deth of the forseyd testatour, non nusance be to hym[5] of excepcion of the name pref of the forseid testament the mene tyme that the axand by devis may averryn the devis a fornseyd by good enquest. And zif swich tenement be recured [by judgment], the axand a zenst hem shal

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[1] *by the vis*] "by devis" should be here read.

[2] *and he cleyme*] and he thrust himself in.

[3] *by pleint of abatement*] as explained in ch. xiii.

[4] *longand*] "accrued" would be nearer the French text.

[5] *non nusance be to hym*] nor shall he be prejudiced by the exception of the non-proof of the said tenement in the mean time.

Add. MS. 25,012. vers eux ses damages en duble de ceo qil serrunt taxez par enqueste. E estre ceo seyt la value dil tenement de tut le meen temps, e dil wast, si nul y seyt fait, taxe ovesqes les autres damages.

Cap°. xx°. De rente devise.

E si co seyt rente issaunt de fraunke tenement qe seyt devise, meyntenaunt apres le testament provee seyt celuy a qi la rente est devyse mys en seysine de cele rente par les exeqetours, si le tenaunt veoillie a luy atourner. E sil ne voillie de soun bon gre a luy attorner, a dunkes a la sute le demaundaunt par devys seyt agarde en pleyne court par vertu de la dite prove a faire venir cely, qe la dite rente devise deyt payer, devaunt les baillifs de la dite ville en pleyne court, a conustre par quel service il cleym tenir le tenement dunt la vaunt dite rente est issaunt, e de qi. E quant il vendra en court, seyt demaunde de meyme la court de qi il tynt le jour qe le dit testatour se lessa morir le tenement dunt la dite rente devisee est issaunt, e de qi il le cleyme tenir, e par quel service. E sil conuce qil le tynt dil dit testatour quant il morust fesaunt a luy meyme la rente devisee, e qil le cleym tenir de soun heyr par meyme la rente, a dunkes seyt agarde, qil se attourne a celuy demaundaunt par devys, e qil teygne de luy 'de cel jour en avaunt' meyme le tenement auxi com il le tynt dil avauntdit testatour. E fait a saver, qe ` en ' ceo cas ne deyt nul essoygne estre allowe pur le avauntdit tenement avaunt qil seyt venuz en court a conustre com avaunt est dit. E si celuy tenaunt ne veoillie meinprise trover devenir en court a conustre com avaunt est dit, ou tut eyt il meynprise
f. 20. trove e la seoffre estre amercie, a dunkes seyt usee meyme prosces a fere luy venir auxi com est contenu en la constitucioun [1] de reconissaunce des tenements, qe

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[1] *en la constitucioun.*] This constitution will be found in Chapter xi. De recounisaunce de fraunke tenement en cas de reversioun, &c.

[recure] doubele his damages of that they shal be taxed be an enquest. And with outyn this be the value of the tenement of alle this mene tyme, and of the wast, zif there eny be doon, taxed with other damages &c. Add. MS. 25,011.

xx. Of rente departed.

Also zif ther be ony rente goyng of fre tenement that be divisyd a non after the testament preved, be he to whom the rente is divisyd to putte in seson[1] of that rente be the executours zif the tenaunt wil attorne to hym. And zif he wil not be his good wil attourne on to hym, thanne att the sute of the axand be devis be it awarded in pleyn court be vertue of the forseid preeff to doon comyn hym that oweth to paye that forseid rente a forn the ballives of the forseid toun in to pleyn court, to shewyn be what service he cleymeth to holden the tenement wherof that rente ys goyng, and of whom. And whanne he cometh in to court, [be he axed of the court] of whom he helde it the day of the forseyd testatour deyed. And if he cleyme and shewe that he heelde of the forseid testatour the day whanne he deyed, payeng to hym the same rente divisyd, and that he eleymeth to holden the forseid tenement of heir be the same rente, thanne be it awarded that he f. 11. attourne hym to the axand be devis, and that he helde of hym fro that day forward the same tenement as he was dued of the forseid testatour; and it is to wetyn, that in that cas non essoyne oweth to ben allowed for the forseid tenaunt a forn that he be comyn in to court to shewyn as it is aforn seid. And if that tenaunt wil fynde non meinprise to comyn in to court to shewen as it is aforn seid, [or although he find meinprise and suffre it to be amercied], thanne be it used the same processe for to doon hym comen as it is conteyned in the constitucion of the reconisaunce of tene-

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[1] *in seson*] in sesyn.

Add. MS. 25,012. deyvent revertir ou remeyndre, a fere venir le tenaunt a terme de vye ou des auns. E si celuy tenaunt dye, quant il vendra en court, qil ne tynt poynt le tenement dunt cele rente devise est demaunde dil avauntdit testatour, ne qe cele rente a luy ne fist en sa vye, e celuy a qi cele rente est devisee veoillie averer par bone enqueste, qe celuy tenaunt tynt dil avauntdyt testatour meyme le tenement e par meyme la rente qe a luy est devisee, e qe le testatour de cele rente morust seysi en seon demeyne com de fe, seyt il receu a cel aveyrement si le tenaunt le veoillie attendre, e si le tenaunt ne veoillie cel aveyrement receyvre, seyt agarde par meyme la cour qil satourne de meyme cele rente a celuy demandaunt par devys. E si celuy tenaunt apres cel agard done ne veoillie a ly attourner ne cele rente a ly payer, a dunkes eyt cely demandaunt par devys poer a destreyndre en meyme le tenement pur la vauntdite rente arrere, e fere bone avowerie en son fe solom usage de la ville par vertu dil devys e dil agard avauntdyt. E si cely tenaunt ou soun heyr apres tel agard de attournement donee par force de play veygne en meyme la court, e descleyme a tenir de cely demaundaunt par devys meyme le tenement, ou la destresce fu fete pur la vauntdite ˎrenteˊ devisee, ne seyt pas soun desclamer receu encountre le agard avauntdit, si ne seyt par plus tardyfe title de celuy meymes qe demaunde par devys. E par la ou tenement ou rente est devysee a acoun, e ceux qe esteyent al devys se retreunt par malice e ne veolent en court venir a prover le testament le mort ne sa volunte temoygner, pur ceo ne seyt mye cely a qi le tenement ou la rente estoyt devyse barre de co qe a ly est devysee, taunt com il peot averer le devys e la volunte
f. 20. b. le mort par bone enqueste dil procheyn ˋvygnye,ˊ ou le testatour se lessa morir. Mes fet a savoyr qe solom vsage de la dite ville qe femme coverte de baroun ne

mentz that owen to reverten or remeyndren, to doo come the tenaunt to terme of liff or of zerys. And zif that tenaunt seyth, whanne he cometh in to court, that he heelde not the tenement wherof that rente divised is axed of the forseyd testatour, ne that he paide hym never that rente in all his lyve, and zif he to whom that rente ys devised wil averryn be good enquest, that that tenaunt held of the forseid testatour the same tenement and by the same rente that to hym is divised, and that the testatour of that rente deyed sesyd in his owen demene as of fee, be he resceyved to makyn that averrement zif the tenaunt wil abyden it, and zif the tenaunt wil not resceyven that averrement, be it awarded [by the same court that he attourne him for the same rente to the axand] be devis. And zif the tenaunt after this award zoven ne wil not attornyn to hym ne payen hym the same rente, thanne have the axand be devis power for to destreynen in the same tenement for to areryn the forseid rente and makyn a good avoury his fee, after vsage of the toun by vertue of devis and of the forseid award. And zif that tenaunt or his heir after that award of attornment zoven be strengthe of ple come to the same court, and discleyme to holden of that axand be devis the same tenement where the distresse was doon for the forseid rente divised, be not his discleyme resceyved azeyn the award afornseid, zif it be not be latter titele of hym that axeth be divise. And zif the tenement [or the rente] be divisyd to ony man, and they that weryn at the devis withdrawyn hem by malice, and wil not comyn in to the court to preven the testament of the dede ne wittenessen his wille, for that be he, not to whom the tenement or rent was divisyd, barryd from that that to hym ys divised, whil he may averryn devis and the wille of the dede by good enquest of the next neyghboures [where the testatour deyed]. But it is to weten, that after the usage of the forseid toun that woman

Add. MS. 25,011.

Add. MS. 25,012. peot ne ne deyt en soun lyt moryaunt nul fraunke tenement en meyme la ville deviser en desheritaunce de ses heyrs, tut seyt qe soun baroun y voillie ascentir.

Cap°. xxj°. De nurture aver. Item de chescoun heyr madle[1] ou femele apres la mort soun auncestre eyt le proscheyn pare[n]t de par le pere ou de par la mere, a qi cel heritage ne peot descendre, la nurture cila qe le heyr seyt de plener age solom usage de la vile, ceo est a saver de xiiij. aunz, saunz wast fere ou destruccioun en meyme le heritage. E quant le heyr aura acumpli lage avauntdit, e voudra seon heritage demaunder, eyt il seon heritage saunz destourbaunce ou countredyt de cely qe la nurture de ly avoyt ou de ses heyrs. E estre ceo respoygne il a meyme le heyr de tutz les issues de soun heritage dil meen temps qil avoyt la nurture, e de tutz les chateux, si nuls furent baillez ovesqes le cors meyme cely heyr ensemblement, ou tut le proffit sourdaunt de meyme les chateux en meyme cel meen temps sauve ceo, qil porrat renablement prover ou averer qil aura mys en la sustenaunce du cors meyme cely heyr e en amendement des mesouns e des autres choses appendauntz a meyme le heritage, ou renable allouaunce ly deyt estre fete. E si cely, qe la nurture de tel heyr aura, face wast ou destruccioun en meyme le heritage en le meen temps, perde il la nurture enterement, sil ne pusse bone e suffisaunte surte trover a redrescer e amender ceo qil aura wastee e destruyt en meyme le heritage, e a meyme le heritage sustenir en auxi bon estaat com il

[1] *heyr madle*] Heir madle occurs in Britton, l. iii. ch. iii. § 1.

Add. MS. 25,011. f. 11. b.

kevered vnder housbond may not ne owyth not in heer bed deying divisyn eny fre tenement in the same toun in disheritacioun of her heires, though her housbond assente.

xxj. Of norture to have.

Also of every heire femel or male after the deth of hys antecessoures have the next freend on the fader syde or on the moder syde, to whom that heritage may not descendyn, the norture til that the heir be of ful age after vsage of the toun,[1] that is to wetyn of xiiij. zer, with outen doyng of wast or distruccioun in the heritage. And whanne the heir hath fulfelled the forseid age, and wil axen the heritage, have he this heritage with oute lettyng or with-seyeng of hym that hadde the norysshyng of hym, or of his heyres. And be it answered to the same heir of alle the issues of his heritage of all the tyme[2] that he hadde the norysshyng and of all the chateux, zif eny weren takyn[3] with the body of the same heir, to gedyr with all the profyt rysyng out of the same chateux, in tyme of his liff,[4] saff that he may resonabely proven or averryn that he hath sett it on the sustenaunce of the body of the same heir and in amendement of housys and of other thing longyng to the same heritage, where resonabele allouaunce oweth to be maad to hym. And zif he that hath had the norysshyng hath doon wast destruccioun in the same tyme, lese thanne he the cost of the norture all to gedyr, zif he may not fynde good and sufficiaunt suerte to redressyn and amendyn that he hath wasted and distroyed in the same heritage, to maken and to susteynen[5] in as good state as he resceyved hem,

[1] *after vsage of the toun*] See ch. lxx. "Of the age of the toun."

[2] *of all the tyme*] of the mean time.

[3] *takyn*] "delivered" would be the more correct translation of "baillez."

[4] *in tyme of his liff*] in the same mean time.

[5] *to maken and to susteynen*] The French text should be rendered "and to susteynen the same heritage."

Add. MS. 25,012. f. 21.

le receut, ci la qe le heyr veygne a soun age avauntdyt. E en ceo cas seyt un des plus proscheynz amys de tel heyr de dens age receu a prendre meyme la seurte e a fere la sute pur le wast devaunt les baillifs de la dite vyle en noun dil heyr, solom ley e usage de la vyle, ver cely qe le dyt wast aura fait, cest asaver si le heyr seyt de si tendre age ou en tel estat, qil ne seet[1] ou ne peot meymes sure. E si par cas aveygne, qe cely qe la dyte nurture eyt eu, la nurture de cel heyr perde par lenchesoun avauntdite, a dunkes seyt meyme la nurture ballie a un autre, ou les plus proscheynz[2] amys meyme cely heyr de denz age voudrunt assentir, a garder meyme le heyr e soun heritage e ceo qe a luy appert bien e leaument, e de ceo a respoundre quant temps serra en la fourme avauntdite. E ne eyt nul en la vauntdite vyle par resoun de tele avauntdite nurture poer de marier tel enfaunt de denz age en sa nurture esteaunt nule part, forkes la ou lenfaunt e ses proscheynz amys voudrunt ascentir.

Cap^o. xxij^o. De prosces fere en brefs vescuntals e en pleyntes par gage et plegge.

Item en brefe de dette, brefe de chartres a tort detenues, brefe de acumte, e autres brefs semblables, qe sunt appelez justices,[3] qe sunt brefs vescuntals e qe sunt pledables par returns des vescuntes devaunt les baillifs de la dite vyle, seyt vsee tel prosces, cest asaver, Primes quant le pleyntyfe aura attache soun brefe de sure, seyt meyntenaunt comaundee par les baillifs qe celuy, ver qi le brefe est porte, seyt un feze somuns taunt soulement de estre a la proscheyne court de portmannemot suaunt apres a respoundre al pleyntyfe de

[1] *ne seet*] knows not, Kelham.

[2] *ou les plus proscheynz*] where the next friends of the heir within age will assent.

[3] *justices*] the writ of justicies was a royal writ empowering the sheriff to do justice, and try the case in the county court.

til that the heir come to his laweful age.[1] And in that cas be oon of the next freendys of that heir with inne age resceyved to take the same suerte, and for to makyn sute for the wast aforn the ballyves of the same toun in name of the heyr, after lawe and usage of the toun, a zenst hym that hath doon the wast, that is to wetyn, zif the heir be of tender age or in swich state that he ne may ne can not suen it hym self. And zif it falle be cas that he, that hath norture of that heir, lese the cost of his norture for the cause afornseid, thanne be the same norture takyn to an other, to on of the next frendys[2] of that heir with inne age, zif he wil assenten to kepe the same heir and his heritage, and that that longeth to hym weel and trewly, and of that to answeryn whanne tyme be in fourme afornseyd. And they have non in the forseid toun by reson of swich norture power to maryen swich a child in his norture beyng in non part, but the child and his next frend willen assenten. Add. MS. 25,011.

Also in writ of dette, wretes of chartres holden with wrong,[3] writtes of acountes, and other writtes lik that ben clepyd shirrevis writtes, that ben pleteable be retournys of shirrevys a forn the ballyves of the forseid toun, be used swich proces, that is to weten, Whanne the pleyntyff hath begunnyn to sue his writ, be he a non comaunded be the ballives, a yens whanne[4] the writ is brought that he be on tyme sommoned al only to be att the next court of portmennysmotes suyng after to answeryn to the pleyntyff of the plee, &c. And if f. 12. xxij. Of prosses to make in wryt shirrewys and in pleyntes be wed and borugh.

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[1] *his laweful age*] his age aforeseid.

[2] *to on of the next frendys*] The English text differs considerably in its meaning from the French text.

[3] *holden with wrong*] wrongly detained.

[4] *a yens whanne*] These words should follow "that he," viz., "that he a yens whanne the writ is "brought be on tyme sommoned."

Add. MS. 25,012. play, &c. E sil ne veygne par cele somuns e la somunse seyt duement temoygne sour luy en court, seyt agarde, qil seyt mys par gage e saufe plegge a respoundre, &c. E sil face defaute e seoffre ses primers plegges estre amercyez, seyt agarde qil seyt mys par quatre plegges a respoundre, &c. E sil face autrefeze defaute e seoffre ses iiij. plegges amercyer, seyt agarde qil seyt mys par viij. plegges a respoundre, &c. E si le defendaunt seyt rebbel qil ne se veoillie justicer en la fourme avauntdite a respoundre, &c., a dunkes seyt agarde de court en court, si mester seyt, qil seyt destreynt par tutz ses biens e ses chateux de denz mosoun e dehors, quel part
f. 21. b. qil seyent trovez de denz le poer des ditz baillifs, cila qil se veoillie justicer, &c. E si le defendaunt par malice, e pur delayer le pleyntyfe e targer[1] execucioun de court, ses biens e ses chateux enclost de denz mesoun de souz serrure, par quey qe les baillifs de la dite vyle ne avendreyent a fere nule suffisaunte destresce sour luy, a dunkes seyt agarde solom usage de la vyle qe cele mesoun, quele qe ele seyt chaunbre ou autre mesoun, seyt sequestree ovesqes tutz les chateux qe leynz sunt, e demeorge sequestree issi qe luy nul de par luy y mette la meyn cila qil se veoillie en due manere justicer, &c. E quant il se aura justisee en fourme de ley a respoundre, &c., e le pleyntyfe e luy serrunt venuz en court, adunkes pledunt a menz qil saurunt e porrunt solom ceo qe le cas donne. E seyt ceo prosces e meyme la execucioun fete e usee, quant en attachementz, destresces e sequestre fere en chescun play pendaunt devaunt les ditz baillifs par gage e plegge auxi com en les pletz qe pendunt par brefs, horpris qe nule somunse seyt primes agardee en teu manere des pleyntes

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[1] *targer*] to put off, Britton, l. ii. ch. xx. § 1.

he come not by that sommounys, be it duabely[1] wittenessed upon hym in the court, and be it awarded that he fynde a borgh to answeryn, &c. And zif he make defaute and suffre his ferst borghis to be amercied, be it awarded that he be putt [by iiii. borghwys to answeryn. And zif he make defaute again and suffre his iiii. borghwys to be amercied, be it awarded that he be putt] by viij. borghwys to answeryn, &c. And zif the defendaunt be so rebell, that he wil not justefien hym to answeryn in the fourme afornseid, &c., thanne be it awarded from court to court, zif mister be, that he be distreyned by alle his goodys and chauteux with ynne hous and with oute, what part it may be founden with ynne the power of the forseid ballives, til that he wil come and iustifie, &c. And zif the defendaunt by malice, or for to delayen the pleyntyff and for to taryen the court, enclose hese goodys and his chauteux with ynne hous under the erthe,[2] wherfore the ballives may not comyn to maken ony sufficiaunt distresse upone hym, thanne be it awarded after the usage of the toun that that hous, whether it be chamber or other hous, be sequestryd with all the chauteux that ben ther ynne, and so duelle sequestryd, that he ne none in his name set ther on cleym, til that he come in due maner to iustifien. And whanne he hath iustified in foorme of lawe to answeryn, &c, and the pleyntif and he ben comyn in to court, thanne plete they in the best maner that they can or may after that the caas yeveth. And by the same proces and the same execucioun doon and used to make the distresse and the sequestre in ech plee hangyng aforn the ballives by wed and borugh as the plees that hangyn by writ, out takyn that non sommonys be ferst awarded in swich maner of pleyntys

Add. MS. 25,011.

[1] *be it duabely*] and it be duably wittenessed.

[2] *under the earth*] "under lock" would be the correct translation of "desouz serrure." The translator may have misread serrure as terrure, terra, earth.

Add. MS. 25,012. pendauntz saunz brefe, cest a saver des pleyntes qe ne tuchent mye fraunke tenement.

Cap°. xxiij°. De baterye saung tret, &c.

Item en chescune pleynte de baterye, saunge treet, hamsokne, ou de autre trespas feet en la dyte vyle de Gippewyz countre la pees, seyt usee tel prosces, cest asaver, si celuy de qi la pleynte est fete seyt encountre[1] de trover plegge a respoundre, e il ne eyt chateux en meyme la vyle par les queux il peot estre justisee, e ceo seyt en court duement temoygnee, adunkes seyt agarde solom ley e usage de meyme la vyle, qil seyt attache par soun cors taunkes il eyt plegge trove a respoundre du trespas, ou seyt soun cors tauntost mene devaunt les baillifs de la vyle a respoundre au pleyntyfe du trespas. E quant il serra venuz en court e serra atteynt en due manere par enqueste ou en autre manere par agard de court de tel trespas aver fait f. 22. countre la pees, seyt agarde, qe le pleyntyfe receoure ses damages ver le trespassour solom ceo qil serrunt taxez par enqueste, ou en autre manere par agard de court, e le trespassour seyt agarde a la prisoun en ceste fourme, cest asaver, pur saunke treet maliciousement de espe ou de cotel, de bastoun ou dautre arme, ly seyt la prisoun agarde xv. jours. Pur baterie fete ovesqes hamsokne, xv. jours, tut ne seyt mye saunke treet. Pur baterie fete e saunke treet ovesqes hamsokne, xx. jours. Pur saunke treet maliciousement de pe ou de poygn, e pur autre baterie, seyt la penaunce agarde solom ceo qe la baterie est perillouse, e solom ceo qe le trespas est graunt ou petyt. E seyt ceste penaunce denprisonne-

[1] *seyt encountre*] be against finding, that is, refuse to find sureties. The same idiom occurs in Britton, l. v. ch. x. § 7.

hangyng with outen writ, that is to weten of pleyntes that touche not fre tenement. Add. MS. 25,011.

xxiij. Of debatt, blood drawen.

Also in every pleynt of fightyng, debatyng, blood-draught, hamsoken,[1] or other trespas doon in the forseid toun of Gippeswich a zens the pees, be usyd swich proces, that is to weten, zif he of whom the pleynt is maad be a zens to fynde borgh to answeren, and zif he have no catell[2] in the same toun be which he may ben iustified, and this be in court duabely wittnessed, thanne be it awarded after lawe and usage of the same toun, that he be tached be his body [until he finde borugh to answere of the trespas, or be his body taken] a non a forn the ballyves of the seid toun to answere to the pleyntyff of trespas. And whanne they be comyn[3] in to the court and be atteynt in due maner by an enquest or in other maner be a ward of the court of swiche trespas he hath doon a zenst the pees, be it awarded that the pleyntyff recure his damages a zens the trespasour after that they ben taxed be the quest, or in other maner [by award of the court], and the trespasour be awarded in to prisoun in that fourme, that is to witten, for blooddraught maliciously doon with swerd or knyff or staff, or of other harmys, to hym be the prisoun awarded xv. dayes. For debate doon[4] with hamsoken, xv. dayes, though ther be non blood drawyn. For debate doon[4] with blooddraught and hamsoken, xx. dayes. For blood drawyn of foot or of fist or of other debaat, be the penaunce awarded after that the betyng[5] be perlous, and after that the trespas be gret or litell. And be that penaunce of pri- f. 12. b.

[1] *hamsoken*] Hamsocna is defined in the Laws of Henry I., ch. lxxx. § 11. "Hamsocna est, vel "Hamfare, si quis premeditate ad "domum eat, ubi suum hostem esse "scit, et ibi eum invadat, si die vel "nocte hoc faciat."

[2] *catell*] chatels.

[3] *they be comyn*] "he be comyn" would be the correct translation of the French text.

[4] *debate doon*] batterie doon.

[5] *the betyng*] the batterie or beating.

Add. MS. 25,012.

ment fermement tenue e gardee pur ceux qe sunt comuns mesfesours e qe sovent sunt acustumez de maufere. Mes sil aveygne par cas qe acun trespasse en la fourme avauntdite par hastinesse, qe ne seyt pas a vs de meffere, ne seyt il pas puny par la peyne denprisounement avauntdite, mes ly seyt mytigacioun fete de cele peyne par grace e avisement de court, issi neqedent[1] qil face gre pur les damages ver ly derenez.[2] E si nul qe seyt entree en prisoun par agard de la dite court pur tel trespas com avaunt est dyt, ou pur autre renable enchesoun, sen aillye hors de prisoun saunz cunge de soun gardeyn, ly seyt sa penaunce duble. E si le gardeyn de la prisoun ly eyt done cunge de aler hors de prisoun saunz assent de ses sovereynz,[3] e ceo seyt en cas ou damages sunt derenez,[2] respoygne cely gardeyn des damages. E ja le meyns seyt il puny par agard de ses sovereyns[3] pur le cunge qil ad done saunz garaunt.

Cap°. xxiiij°. De trespas fait as chefs baillifs ou as corouners.

Item ordene est par comun cunseyl delavaunt dite comunalte, qi, si nul en la dite vile maliciousement de soun assaut[4] demeyne mette meyn en nul des chefs baillifs de la vile, ou assaut luy face de espee ou de cotel, de bastoun ou dautre arme, ou coup ly donne ou playe ou saunge de ly tree, ou soun office maliciousement countre la pees destourbe en presence de nul des corouners e dautres bones gentz de meyme la vile, issi qe le trespas pusse estre prove ou temoygne par corouner jure ou par serement de deux ou treys prodes hommes[5] creables

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[1] *neqedent*] however. Britton, l. ii. ch. xxxiii. § 4.

[2] *derenez*] proved. The word occurs above in chapters 14 and 24.

[3] *sovereyns*] superiors, Kelham. The word is used in this sense in Britton, l. iv. ch. ix. § 2.

[4] *assaut*] Assaltus occurs in the twelfth Law of Edward the Confessor. Assultus is used in the Laws of Henry I., ch. x. § 1.

[5] *prodes hommes*] This word occurs twice in Britton, l. ii. ch. xxvii. § 5; l. v. ch. xiii. § 2. Britton elsewhere, l. i. ch. xxxi. § 7., uses the expression "des plus leaus pru-"deshommes."

sonment stedfastly heldyn and kept for hem that ben comon baratours and for hem that ben custummable to doon evyl. But if it be falle be cas that eny trespas be doon in the fourme a fornseid be hastynesse of oon that be not used to baratyn, be he not punysshed be peyne of prisonement aforseyd, but bidde hym to doon mytigacion[1] of that peyne by grace and avisement of the court, nevertheles that he make gre for the damages [proved against hym]. And zif ther be eny that be put to prison by award of the forseid court for swich trespas [as aforesaid], or for ony[2] resonable cause, and goo out of prison with oute leve of his keper, be his penaunce dubled. And zif the keper of the prison yeve hym leve to goon out of prison with outen assent of hese soveraynes, and that be in caas where damages ben derenyd,[3] answere that keper of the damages. And nevertheles be he punysshed by award of his soveraynes for the leve that he zaff with oute warant. Add. MS. 25,011.

xx j. Of trespas doon to the cheef ballives or to the coroneres.

Also it is ordeyned by comoun councel of the forseid communalte, that zif ony man of the same toun maliciously of his owen assent[4] lay hand on ony of the chieff ballives of the toun, or make assaut to hym with swerd or knyff or staff or with ony other wepene, or yeve hym buffat or wounde, or drawe blood on hym, or maliciously contrarye his offis, or disturbe the pees in presence of ony of the corouneres, or of other good men of the same toun, so that the trespas may be preved or wittenessed by coroner sworn, or by other ij. or iij. credibele men[5] that seyn

[1] *bidde hym to doon mytigacion*] "be mytigacion doon to hym" would be nearer the French text.

[2] *ony*] other.

[3] *derenyd*] "proved" is one of the senses in which the French word "derené" is used by Glanville and Bracton.

[4] *of his owen assent*] "of his owen "assaut" should be here read.

[5] *men*] substantial men or freeholders would be more correct.

Add. MS. 25,012. qe le trespas virent, ou en autre manere par enqueste, seyt meyme le trespassour par agard des corouners e des bones gentz de la vile agarde a la prisoun, a f. 22. b. demorer leynz en sauve garde nyent replevisable ci la qil eyt pleynement feet les amendes a la partye du trespas avauntdyt, solom ceo qe les damages serrunt taxez par agard des corouners e des bones gentz de la vile. E estre ceo seyt il grevousement puny ver la commune par le despyt feet a lour baillife; e ja le meynz treoffe meyme le trespassour, avaunt qil isse hors de prisoun, bone e suffisaunte meynprise a fere gre au rey pur le despyt quel houre qil serra de ceo chalenge du rey ou de ses ministres. E si nul de la vauntdite vile despitousement mesdye a nul des chefs baillifs en court ou hor de court fesaunt soun office, e de ceo seyt atteynt en la manere avauntdite, seyt il agarde a la prisoun e illeekes treffe bone e suffisaunte surte de fere les amendes par agard des corouners e des bones gentz de la dite comunaute.

Meyme la penaunce avauntdite seyt agarde par les baillifs e les bones gentz de la vile a ceux, qe trespassent en la manere avauntdite a nul des corouners de la dite vile fesaunt seon office de la coroune.

Cap°. xxv°. De trespas fait as subbaillifs.

Item si nul en la vauntdite vile assaut face countre la pees, ou coup ou playe donne a nul des subbaillifs de la dite vile en fesaunt soun office, ou noun duement ly countrearrestece e destourbe a fere soun office, e de ceo en due manere seyt atteynt, seyt soun cors agarde a la prisoun, e seyent les amendes fetes a la partye, e estre ceo seyt il puny ver la court solom ceo qe le trespas est grant ou petyt par taxacioun de enqueste ou par agard de court.

the trespas, or in other maner be enquest, be the same trespasour by award of the corouneres and of good men of the toun awarded hym the prisoun, to dwellyn there in saff ward not repleveschable til that he have maad a ful amendys on to the partye of the trepas afornseyd, after that the damages ben taxed by award of the corouneres and of goode men of the toun. And with outyn this be he grevously punysshed azeyns the comouns for the despit doon to her baillives; and nevertheles fynde the same trespasour, or he goo out of prisoun, good and sufficiaunt meinprise to make gre to the kyng for the dispit [at swich hour as he shal be chalenged by the kyng or by hys ministers]. And zif ony of the forseid toun misseye ony of the cheeff ballyves dispitously in court or out of court doyng his offys, and of that be atteynt in the maner afornseid, be he awarded to prisoun, and there to be til that he fynde good and sufficiaunt suerte to make amendys by award of the corounneres and of the goode men of the forseid communalte of the same toun. Add. MS. 25,011. f. 13.

The same penaunce aforeseid be awarded by the baillives and the goode men of the forseid toun of Gepiswych to hem, that trespassyn in the same maner a fornseid to eny of the corouneres of the forseid toun doynge his offys of the coroun.

xxv. Of trespas doon to the subballyves.

Also in the forseid toun zif ony man make a assaut ayenst the pees, or yeve buffat or wounde to ony of the subballives of the foreseid toun, or contrarie his arest and letteth hym to doon his offys, and of that in due maner be he atteynt by his body and awarded to prisoun, and be amendys maad to the partye, and with outen this be he punysshed a zens the court after that the trespas is gret or litell be taxacioun of the inquest or by award of the court.

Add. MS. 25,012. Cap°. xxvj°. De forstallerye de peyscun et des pulleters.

Du marche de peyscoun ordene est, qe en meyme le marche seyent 'certeinz' gardeyns assignez a garder qe les ordenaunces qe sunt ordenez en meyme le marche pur comun proffit de la dite vile de Gipp[ewyz] de tut le pays envyroun seyent bien e leaument gardez e tenues en la manere desouth dite, cest asauer, Au comencement est ordene qe nul regrater[1] prive ne estraunge ne ayllie de hors les bundes du dit marche de deynz vile ne de hors pur bargaygner, ne
f. 23. pur achater ne pur forstaller le peyscoun venaunt ver le dit marche a vendre. E si nul le face e de ceo seyt atteynt, a la primere feze seyt la marchaundise issi achatee par forstallerie forfete ver la commune, e ja le meyns face il gre au vendour pur meyme la marchaundise; e estre ceo seyt il puny pur meyme le trespas par peyne denprisounement. E sil ne eyt dunt il pusse gre fere au vendour pur meyme la marchaundise forestalle, adunkes seyt cele marchaundise livre au vendour, e le cors du dit trespassour demeorge en prisoun taunke it eyt feet gre a la commune de la value de la dite chose forstalle. E si meyme cely trespassour de meyme teu trespas autrefeze seyt atteynt, seyt il agarde au pillori[2] saunz grace aver, e ja le meyns seyt le peyscoun forstalle forfait, e seyt il constreynt de fere gre au vendour pur le dit peyscoun solom le ordeynement avauntdit. E si meyme cely trespassour seyt la tirce feze de tele forstallerie atteynte, foriurge il le mester vn aan e vn jour, e estre ceo seyt la chose forstalle forfete com avaunt est dit. Meyme lordenaunce seyt tenu des pulleters.

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[1] *nul regrater*] Similar regulations for the fishmarket of the city of London were made in the reign of Edw. I. in the mayoralty of Henry le Waleis. Liber Custumarum, f. 28 a.

[2] *pillori*] The punishment of the pillory, "judicium pillorie," was awarded to forestallers under 51 Henry III. st. vi.

Add. MS. 25,011.

xxvj. Of forstallyng of fyssh and of pulteryn.

As for the fissh market it is ordeyned, that in the same market be certayn keperes assigned that the ordynaunces that ben ordeyned in the same market for the comoun profit of the foreseid toun of Gippeswych, and of alle the contre aboute, ben weel and treweleche kept and holden in the maner underseid, that is to wetyn, att the begynnyng it is ordeyned that non regrater[1] prevy ne straunge go out of the bondys of the forseid market with ynne toun ne with outen for to bargaynen, ne for to beyen ne forstallyn fysshe comyng toward the forseid toun to sellyn. And zif ony do and of that be atteynt at the ferst tyme, thanne be the marchaundise so bought forfeted toward the comoun, and nevertheles make he gre to the sellere for the same marchaundise; and with outen this be he punysshed for the same trespas be peyne of prisonement. And zif he have not to make gre wherof to the sellere for the same merchaundise forstallyd, thanne be that merchaundise delivered to the sellere, and the body of the forseid trespasour duelle in prisoun, til he hath maad gre to the comoun of the value of the forseid thyng forstalled. And [zif] the same trespasour for the same trespas an other tyme be atteynt, be he awarded to the pillorye with oute havyng of grace, and nevertheles be the fyssh forstalled forfeted, and be he constreyned to maken gre to the seller for the forseid fyssh after the ordinaunce a fore seyd. And zif the same trespasour at the iij. time forstallyng be atteynted, forswere he the craft a zer and a day, and with outyn this be that thyng, that is forstalled, forfetyd as it is aforeseid. The same ordinaunce be kept of pulteres. f. 13 b.

[1] *regrater*] A regrater was a person who bought with the intention to sell again in the same market, buying generally by wholesale and selling by retail at a higher price.

Add. MS. 25,012. De pulleters. Cap°. xxvij°. De regraters qe vendunt as autres regraters.

Item ordene est qe nul regrater en le dit marche ne achate peyscoun de autre regrater pur vendre avaunt en meyme le marche, pur encherir le marche, sour forfeture dil peyssoun issi achate, e ensement sour peyne denprisounement e de pillori, e de foriurer le mester vn aan e vn jour, com avaunt est dit. E qe nul regrater en le dyt marche ne preygne hors de paners playz, sooles, floundres, anguillies, ne nul autre maners de peyscoun qe vyent en paners en le dit marche a vendre, pur vendre avaunt en meyme le marche, countre la volunte de ceux qe le peysoun deyvent, sour la forfeture avauntdite; e pur ceo qe teux manere de prises horde paners sunt apertement toutes fetes countre la pees, ordene est qe teux trespassours seyent bien chastiez par peyne denprisonnement.

Cap°. xxviij°. De temps f. 23. 6. de achat ordene pur regraters en meyme le marche de peyscoun.

Item ordene est qe nul regrater dil dit marche ne achate en meyme le marche nul peysoun pur vendre avaunt le certeyn temps ordene par les ditz gardeyns, cest asauer a my veye prime [1] sour peyne de perdre le peyscoun issi achate; e qe les foreyns marchaunts qe sunt appelez pedders [2] ne achatent mye avaunt houre de haute prime; [3] e si les foreyns deyvent lour peyscoun charger, qil le chargent ne pleyn marche horde mesoun, e nule part aylliours, sour forfeture de la marchaundise.

Cap°. xxix°. De peyscoun trencher en cel marche.

Item de porpeys, samoun, cunger, e turbut est ordene qe nul ne seyt trenche en mesoun ne nul part furkes en comun lu du marche, e qe nul de teu manere de peysoun ne seyt concelee outre une nuyt saunz fere de ceo la veue as gardeyns du dit marche, sour forfeture de meyme le peysoun.

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[1] *my veye prime*] Matins commenced at 3 a.m.; prime at 6 a.m.

[2] *pedders*] peddelers.

[3] *haute prime*] Prime extended from 6 a.m. to 7 a.m. In the enactment of the Hallmote of the Fishmongers of London, temp. Edw. I., it was provided "Quod "dicti piscatores debent vendere "piscem recentem post missam et "piscem salsatum post primam." Liber Albus, i. p. 373.

Also it is ordeyned that non regratour in the forseid fyssh market beye of an other regratour for to selle forth in the same market, for to derthyn the market, upon forfeture of the fyssh so bought; and also in peyne of prisonament and of pillory and forsweryng the craft a zer and a day, as it is afornseid; and that non regratour in the forseid market take out of paner plays, solys, floundrys, elys,[1] ne non other maner of fyssh that cometh in panyerys[2] in to the forseid market, to sellyn in the same market, azeyn the wil of hem that owyn the fissh, upon the forfetur afornseid; and for as moche as swich maner takyng out of panyeres ben opynly a zens the pees, it is ordeyned that swychs trespasoures ben weel chastised by peyne of enprisonament. Add. MS. 25,011. xxvij. Of regrateres that sellyn to othere regraterys.

Also it is ordeyned that non regratour of the forseid market beye in the same market no fysshe for to sellyn afore certayn tyme ordeyned be the forseid keperes, that is to wetyn, til half weye to prime, upon peyne to lesyn the fyssh so bought; and that the foreyn merchauntys that ben cleped pedderes, that they begynnen not to sellyn aforn the hie hour of prime;[3] and zif the foreynes wil laden her fyssh, they shulden laden in pleyn market, out of house, and nowher ellys, upon forfeture of that merchaundise. xxviij. Of tyme of beyng ordayned for regraterys in the same fysshe markett.

Also of purpays, samoun, cungger, and turbut, it is ordeyned that non be cut in house ne nowher ellys, but in comoun place of the market, and that no maner of suche fissh be kept in prive passyng oon nyght with outyn shewyng therof to the keper of the forseyd market, upon forfeture of the same fyssh. xxix. Of fysshe cutt in the same market.

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[1] *plays . . . elys*] plaice, soles, flounders, or eels.

[2] *panyerys*] paniers or baskets.

[3] *the hie hour of prime*] A like proclamation was made in the city of London in the 28th year of the reign of Edw. I., that no regrator should buy before the hour of prime had been sounded at St. Paul's.

Add. MS. 25,012. Cap°. xxx°. De peyscoun garde et freys outretemps covenable.

Item ordene est e defendu par la dite comunalte qe nul regrater en le dit marche de peyscoun ne vende ne mustre a vendre a prive ne a estraunge nul manere de peyscoun de escale ne horde escale qe seyt corrumpu ne descovenable pur cors de homme, ne qe seyt garde freys outre temps du e covenable, e si nul seyt ovesqes teu peyscoun trove, seyt meyme le peyscoun a la primere feze forfet e done as povres; e si cely meymes seyt autrefeze trove en meyme tele defaute, seyt le peysoun forfet com avaunt est dit, e soun cors agarde au pillori saunz grace aver; e a la tierce feze seyt le peyscoun forfet e foriurge il le mester vn aan e vn jour.

Cap°. xxxj°. De pokyeres qe medlent ble purry.

Item sour meyme la peyne est ordene e defendu qe nul corlenocher, pokyere,[1] ne autre ne medle ble purri ovesqes bon ble pur vendre en la dite vile en deceyte des gentz de la vile ne des autres estraunges.

Cap°. xxxij°. De pulleters.

Item sour meyme la peyne est ordene e defendu qe nul pulleter de la vile ne vende, ne mustre a vendre en meyme la vile a privez ne as estraunges nule manere de volatyl gros ne menu, qe seyt purri e descovenable pur cors de homme.

f. 24. Cap°. xxxiij°. De contract de marchaundise.

Item en chescun contract ou covenant de marchaundise feet entre marchauntz seyt usee tel prosces, qe si la une partye ou lautre veoyllie dedire le contract e le covenaunt fet entre eux, par quey qe play seyt mu entre meyme les partyes par devaunt les baillifs de la dite vyle, e la vne partye veoyllie dedire le contract

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[1] *corlenocher, pokyere*] The interpretation of these words is not facilitated by the English text. Corlenocher may be another form of corn locker, a storer of corn. Pokyere may mean a miller. In the Glossary of the Dialect and Provincialisms of East Anglia, by Mr. John Greaves Nall, London, 1866, the word "poker" is said to mean, in the East Anglian dialect, "a miller's cart," and "poke-day" the day on which labourers received their allowance of corn. The text would then be "no cornstorer, "miller, or other," &c.

And it is ordeyned and defended be the forseyd com- minalte, that no regratour in the forseid fisshmarket not selle ne shewe to selle to prive ne to straunge ony maner of fyssh with ne with oute shille that be corrupt and not abele for mannys body, and that it be not kept out of his tyme due and abele; and zif ther be ony founden with swich fyssh, thanne be the same fissh the ferst tyme forfetyd a[n]d zoven to the pover men; and zif that same man be founden an other tyme in the same defaut, thanne be the fyssh forfetyd, and his body awarded to the pillory[1] with oute havyng of grace; and zif he be founden the iij. tyme in the same defaute, be the fyssh forfetyd, and he forsworn the craft for a zer and a day. Add. MS. 25,011. xxx. Of fysshe kept fresshe out of covenabele tyme. f. 14.

Also, upon the same peyne, it is ordeyned and de- fended that no curlewacher, pokere, ne non other man ne woman medele[2] rotyn corn with good corn for to sellyn in the forseid toun of Gippeswich in the disseyt of folk of the toun, ne of non other straungeres. xxxj°. Of pokyeres that medelyn rotyn corn.

Also, upon the same peyne, it is ordeyned and defended that no pulteres of the toun selle, ne shewe to sellyn in the same toun, to prevy or to straunge, ony maner of volatil, gret or litel, that be corrupt and discouable for mannys body. xxxij°. Of pulterys.

Also in every contract or covenaunt of merchandise be used swich proces, zif that oon partie wil with seyn to that other partie the contractys and the covenauntes maade be twixe hem, wherfore the ple be twixe hem be a forn the ballives of the forseid toun, and zif that the oon partye wil with seyn the contractys or xxxiij°. Of contractys of marchaundyse.

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[1] *the pillory*] This was the punishment in the city of London for men who sold fish that was unfit for the food of man. Riley's Memorials of London, p. 464, 471, 516. Women for the same offence were put into the thewe or tumbril, *id.* p. 367.

[2] *medele*] mix. This word is used in this sense in Britton, l. iii. ch. vi. § 9.

Add. MS. 25,012. ou le covenaunt par sa ley, a ceo ne seyt il mye receu en pledaunt, taunt com soun adversarye veoillie prover le contract ou le covenaunt par certeynes gentz jurez e severalment examinez, qe esteyent en lu ou le contract e le covenaunt se fist entre meyme les persones, ou qil veoillie cel contract ou cel covenaunt averer par bone enqueste. En meyme la manere si vn marchaunt vende sa marchaundise a vn autre marchaunt a payer a brefe 'jour' au freschement sur le vngle, en quel cas marchauntz ne usent mye comunement pur le hastyfe payement a fere escryt ne taillie, qe si play sourde en apres entre meyme les persones en la dite court de Gipp[ewyz] par la noun soute de meyme cele marchaundise, ne seyt pas celuy marchaunt, a qi cele marchaundise estoyt ensi vendue, receu en pledaunt en meyme la court a diffendre par sa ley, qil ne detient au dit marchaunt pleyntyfe nul dener de la dite marchaundise a luy vendue com avaunt est dyt, taunt com la vente ou le bayl de la dite marchaundise peot estre prove ou avere par bone enqueste solom ley marchaunde en la fourme desus dite. E auxi com le marchaunt demaundaunt serreyt receu 'de averer ou' a prover la vente ou la bayl de sa marchaundise vendue e livree en la manere avauntdite. En meyme la manere seyt la marchaunt diffendaunt receu a prover la soute, sil la allegge ou [attende] de averer par bone enqueste, qe rien ne luy doyt si le marchaunt 'demaundaunt' voudra la soute dedire. E si la preove deyt estre receue en lun cas ou en lautre, seyt ele receue au meyns par ij. hommes jurez e severalment examynez. E ensement par la ou hom bout[1] soun chatel en garde a acun a respoundre ent, quant hom le voudra demaunder, ne seyt pas cely a qi meyme le chatel estoyt bailie en

[1] *bout*] puts out his chattels in trust to any one.

the covenauntys by his lawe, to that be he not receyved in pletyng, whil that his adversarye wil prevyn the contractys be certayn men sworn and severally examyned, that weren in the place where the contractes weren maade be twixe the same personys, or that he wil the contractes averryn by good enquest. In the same maner zif on merchaunt selle his merchaundise to an other merchaunt for to payen at short day or fresshly to suyn the ongle,[1] in which cas merchauntes vsyn not comounlych for hastyff payment for to makyn writ ne tayle, that zif the plee rise be twixe the same personys in the forseid court of Gippeswich for no sute of that same merchaundise, thanne be not that merchaunt, to whom the merchaundise was so seld, receyved in pletyng in the same court to defendyn by his lawe, til he owe to the merchaunt pleyntyff no peny of the forseid merchaundise to hym seld [as afornseid], as long as the sellyng [or the deliverie] may ben preved and averred by good enquest after lawe merchaunt in the foorme vndirseid. And also as the merchaunt axand be receyved to averryn or to preven his merchaundise seld and delivered in the maner aforeseid, in the same maner be the merchaunt defendaunt receyved to preven the sute, zif he allegge or attende to averryn by good enquest that he owith hym no thyng, zif the merchaunt axand wil with seyn the sute. And zif preeff owith to ben receyved to oon caas or in other, be it receyved at the leste by ij. men sworen a[n]d severally examined. And also ther that a man take his catell to kepe to ony man to answeryn, in what maner that a man wil axen it, ne be he to whom the catel was

Add. MS. 25,011.

f. 14. b.

[1] *to suyn the ongle*] "on the nail" would be the proper translation of the French text. The phrase "payer rubis sur l'ongle" is still in use to signify a payment made to the last farthing. The metaphor came first into use amongst hard drinkers, with whom it was a fashion to turn down their glasses on the nails of their thumbs to show that only a ruby drop of their wine remained not drunk.

Add. MS. 25,012. garde receu en pledaunt a diffendre par sa ley qil ne detyent mye meyme le chatel, taunt com le demandaunt porrad prover sour luy qil receut la garde par veue e temoygnaunce des bons e leaus hommes creables, a ceo jurez e severalment examynez solom le prosces avauntdit.

Cap°. xxxiiij°. De dette ou damages derrenez.

Item com dette ou damages seyent derenez[1] en la court de la dite vyle, e cely ver qi la dette ou les damages seyent derenez ne voillie de ceo gre fere, a dunkes a la sute dil demaundaunt seyt il destreyt par agard de court de denz mesoun e de hors par ses biens e ses chateux, quel part qil seyent trovez dedenz la baillye de la dite vyle de jour en jour, cila qe hom eyt largement a la value de taunt com est ver luy derene. E si cely qe est issi destreynt ne veoillie gre fere al demaundaunt de ceo, qe est ver ly derene, de denz les primers xl. jours apres qil serra ensi destreynt, a dunkes facent les baillifs de meyme la vyle a la sute dil demaundaunt meyntenaunt apres les avauntditz xl. jours passez venir meyme les destresces devaunt eux en pleyne court a jour certeyn; a quel jour seyt agarde solom usage de la vyle, qe cely qe est ensi destreynt seyt garny par ij. hommes de venir devaunt les ditz baillifs a la proscheyne court suaunt apres de aquiter ses destresces, e a fere gre de ceo qe est ver ly derene; a quel jour sil veygne e ne veoillie de ceo gre fere, ou tut ne veygne il mye solom ceo qil serra ensi garny, seyent celes destresces priseez en court par gentz jurez,

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[1] *derenez*] proved, or recovered. See chapters xiv. and xxiv. The author of the English version probably read this word wherever it occurs as "derere," or "derire," behindhand.

taken [1] in kepyng resseyved in pletyng to defendyn hym by his lawe, whil that he with holdyth that catell, as long as the axand may preven upon hym that he receyved it be sight and wittenesse of goode men, trewe and credybele, to that sworn and severally examined after the processe aforeseyd. Add. MS. 25,011.

xxxiiij. Of dette or damages recured.

Also zif [2] dette or damage be behynden, and the detour wil not ther of make gre, thanne at the sute of the axand be he distreyned by award of the court with ynne hous or with oute be his goodys and his chateux, what part they ben founden with ynne the fraunchyse of the forseyd toun from day to day, til that the man have largely to the value of as moche as is be hynden.[3] And zif he that is so distreyned wil not maken gre to the axand of that that is behynde [4] with ynne the ferst xl. dayes after that he be so distreyned, thanne the ballives of the same toun at the sute of the forseid axand anon after the xl. dayes passyd shull do come the distresse a forn hem in pleyn court at a certayn day; at which day be it awarded after usage of the toun that he that is so distreyned be warned be ij. men to come a fore the forseyd ballives att the next court suyng after, for to acquyten out hese distresses, and for to make gre of that which is behynden; [5] att which day zif he come not, ne wil not maken gre, though he come [6] after he is warned, thanne be tho distressys preysed in court by men

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[1] *taken*] delivered.

[2] *Also zif*] "Also when dette or "damage be recovered in the court "of the seid toun, and he against "whom the dette or damage be re-"covered will not," would be the proper translation of the French text.

[3] *as is be hynden*] "as is re-"covered" would be the correct translation.

[4] *that is behynde*] that is recovered.

[5] *behynden*] recovered or proved.

[6] "At which day zif he come and "wil not maken gre, or zif he come "not after he shal be so warned," would be the proper translation of the French text.

Add. MS. 25,012. e apres ceo la luy seyt done jour par les ballifs sil seyt present en court, ou derrechefe par autre garnissement sil ne seyt mye en court, de estre a la proscheyne court suaunt apres cele destresce issi prisee a fere gre com avaunt est dyt; a quel jour le quel qil veygne ou ne mye, si gre ne seyt feet a la partye pur la chose derene, seyt meyme la destresce livre par le pris al demaundaunt a fere ent sa volunte. E si la destresce amounte plus qe ceo qe est derrene, seyt le plus rendu a cely qe est issi destreynt. E si la dite destresce ne
f. 25. amounte mye taunt com la chose derrene, seyt le remenaunt leve saunz delay des chateux le dettour en la fourme avaunt dite; e seyt le subbaillife, a qi le primer precept estoyt feet pur la primere destresce fere, puny par agard de ses sovereyns[1] pur ceo, qil ne fist mye au comencement suffisaunte destresce pur la dite chose derreyne, si cely subbaillif ne se pusse renablement escuser qil ne poeyt renable destresce ne suffisaunte aver trove. E bien se avisent les prisours[2] des teles destresces, qil par collusioun ne ne prisent teles destresces plus haut qe eles renablement ne valent; e sil facent, lour seyt la chose prisee livree, e respoygnent eux dil pris. E seyt ceste execucioun en la fourme avauntdite fete par gentz residentz e demorauntz en meyme la vyle, e en le proscheyn payis avoygnaunt a la vyle. Mes si dette ou damages seyent derrenez devaunt les baillifs de la dite vyle par juggement ou par conissaunce fete devaunt eux a la sute des gentz estraunges, com par marchauntz de estraunges terres, ou par autres de loynteyn payis passauntz, ou

[1] *ses sovereyns*] his superiors, that is the chief baillives of the town.

[2] *les prisours*] the takers.

sworn, and after be yoven hym a day by the bal- lives zif he be present in court, or ellys a zeyn be an other warnyng [zif he be not in court, to be att the next court suyng] after the distresse so preysed, that he come and[1] make gre as it is aforn seyd; at which day zif he come not, or[2] zif gre be not maad to the partye for the thyng behynden,[3] thanne be the same distresse delivered by the prys to the axand to doon therof his good will. [And zif that distresse amounte to more than that is recovered, be the more returned to hym who has been so distreyned.] And zif that distresse a mounte not as moche as the thyng behynden,[3] thanne be the remenaunt arered and[4] maad levee therof with outen ony delaye of the chatteux of the dettour in fourme aforeseyd; and be the subbaillif to whom the ferst biddyng was maad for to maken the ferst dis- tresse vn chid by the award of hese soveraynes, for as moche as he maade not at the gynnyng sufficiaunt dis- tresse for the forseid thyng behynden,[3] zif the forseyd subballyf may not resonabely excusyn hym that he myght not fynde resonabele distresse. And weel avise hem the preysoures of that distresse, that they preyse not non swiche distressys be collusyon heyere thanne they ben resonabely worth; for zif they doon, be the thyng preysed delivered on to hem, and answere they of the price. And be such execucion in the fourme afornseid doon for men sittyng and duellyng in the same toun and in alle the cuntre ioynyng to the toun. But if dette or damage be behynden[3] before the bal- lives of the forseid toun by iugement or be conisaunce maad aforn hem at the sute of men of other lond,[5] or by other of fer cuntrees passand, or by maryneres aryv-

Add. MS. 25,011.

f. 15.

[1] *come and*] These words are not in the French text.

[2] *zif he come not*] "whether he "come or not, zif gre be not made," would be more correct.

[3] *behynden*] recovered or proved.

[4] The words "arered and" are not in the French text.

[5] *at the sute of men of other lond*] "at the sute of strangers, as by "merchants of strange londes," would be more correct.

Add. MS. 25,012. par maryners arryvauntz al avauntdite vyle ove lour biens e ove lour marchaundises illeokes avendre, ou par gentz estraunges passauntz en temps de foyre ou de marche, seyt plus hastyfe reddour[1] fait a fere louer lour dettes ou lour damages derrenez qe ne serreyt pur ceux qe sunt residentz e demorauntz en la vyle ou en le proscheyn payis com avaunt est dyt, ne mye eyaunt regard au temps de xl. jours agarder les destresces solom ceo qe avaunt est dyt. E si nul en la dite vyle pur delayer dreyturele execucioun en le cas avaunt dyt mette ses biens en acune mesoun e les enclost desouth serrure,[2] par quey qe les baillifs de meyme la vyle ne avendreyent a nule suffisaunte destresce pur ceo qe est ver luy derene, adunkes par agard de court e solom usage de la vyle seyt cele mesoun, quele qe ele seyt chaunbre ou autre mesoun, sequestre ovesqes tutz les chateux qe leynz sunt, e demeorge sequestre cila qe gre seyt fait, &c. E si nul tel sequestre brise, e les biens ou partye des biens sequestrez sauntz cunge des chefs baillifs de la vyle ou de un de eux emporte, e de ceo seyt atteynt, seyt soun cors par le despyt e pur le trespas agarde a la prisoun, e leynz demeorge cila qe les chateux issi
f. 25. b. emportez seyent pleynement returnez, ou la value, ou qe gre seyt fet a la partye la dette conue ou pur la chose derenee; e ja tardeys seyt il grevousement puny pur le trespas avaunt dyt. E quant meyme les chateux serrunt issi returnez, facent les baillifs lever la dette conue ou la chose derene des chateux avauntditz, auxi com affiert solom ley e usage de la vile avaunt dite.

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[1] *reddour*] This word, in the sense of "rigour," is used by Britton, l. i. ch. xxix. § 22.

[2] *desouth serrure*] This expression occurs above in chap. xxii., where the author of the English text has missed its meaning. Here it is properly rendered "undyr lok," *i.e.*, under lock.

yng up to the forseid toun with her goodys and her merchaundyses there to sellyn, or by straunge men passaunt in tyme of feyre or of market, be the most hastyff reddour[1] doon for to doon reysyn upon her dettes or her damages beyng behynden,[2] more thanne it shulde ben for hem that ben sithyng or duelling in the toun or in pleyn cuntre,[3] as it is afornseid, not havyng reward to the tyme of xl. dayes for to awardyn the distresse after that it is afornseid. And ȝif ony in the forseid toun for to delayen rightful execucioun in the forseid cas putte hese goodys in eny hous and enclose hem vndyr loke, wherby the baillyves of the same toun may not comen for to maken sufficiaunt distresse of thynges that is behynden,[2] thanne be award of the court be that hous, whether it be chamber or ony other hous, sequestrid [with all the chateux that ther ynne are], til that the gre be maad, &c. And ȝif ony swich sequestre be brokyn, and the goodys [or part of hem] born awey with oute leve of the cheeff baillives of the toun, or of on of hem at the leste, and of that he be atteynt, by[4] his body for the dispyt and trespas and[5] awarded to prisoun, and there for to dwelle til that the chateux so boryn awey ben plenerly retornyd to the value, or that gre be maad to the partye for the dette [knowleched], or for the thyng behyndyn,[2] and nevertheles be he grevously punysshed for the trespas aforesed. And whanne the same chateux ben brought a yen, the ballyves shul areysyn[6] the dette knowleched or the thyng behynden[7] of the forseid chateux as it oweth to ben after lawe and usage of the forseid toun, &c.

Add. MS. 25,011.

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[1] *reddour*] rigour.

[2] *behynden*] proved or recovered.

[3] *in pleyn cuntre*] "in the neigh-"bouring cuntre" would be more correct.

[4] *by his body*] "be his body" should be read here.

[5] *and*] the conjunction is redundant.

[6] *shul areysyn*] i.e., shall raise or levy.

[7] *behynden*] recovered.

Add. MS. 25,012. Cap°. xxxv°. De damages enhaucer.

Item en chescun play horpris en play de terre ou les damages sunt taxez par enqueste, si ceux dil enqueste par favour ou par ignoraunce taxunt les damages trop poyz, seyent les damages par descrecioun des baillifs e des bones gentz de la court enhaucez.

Cap°. xxxvj°. De ceux qe achatent les biens des marchauntz estraunges et malement payent.

Item pur ceo qe akunes gentz meyns suffisauntz e de male fey qe se funt marchauntz en la dite vyle de Gippewyz, par envyouse coveytise ou par defaute de bon aviseme[n]t, meyntefeze eynz ces houres vnt enbracez, bargaynez e achatez les biens e les marchaundises venauntz a la dyte vyle a vendre en meyns des marchauntz ou des autres gentz estraunges passauntz, e malement countre ley e bone fey, e en esclaundre de la dyte vyle e des bones gentz leynz demorauntz, unt delayez les marchauntz de lour payementz, par quey marchauntz estraunges sovent se sunt retretz de venir a la dyte vyle ovesqes lour marchaundises, e ceo a grevous damage de la vyle e de tut le payis envyroun. Les bones gentz de meyme la vyle sentauntz le mal e la folye de teux fous akatours sicom avaunt est dyt, e veauntz qe honurable chose est e proffitable par la dite vyle teles defautes cum avaunt sunt dites redrescer, e par bon avisement amender, de un cunseyl e vn assent vnt ordenez qe nul de la dite vyle ne de denz meyme la vyle demoraunt, prive ne estraunge, desormes ne empreygne de achater les biens ne les marchaundises des marchauntz alyenz, ne des autres gentz estraunges venauntz a la dite vyle par terre ou par ewe, sil ne face gre au marchaunt de soun payement a tel jour
f. 26. com serra assys dentre eux. E si nul en delayaunt les marchauntz de lour payementz e en esclaundre de la vyle le face, les baillifs de meyme la vyle, a plus tost qil aurunt vereye[1] conissaunce qe les marchauntz

[1] *vereye*] "verray" and "verrei" are the forms used by Britton in the sense of "true" or "very." L. i. ch. v. § 9; l. iii. ch. xvi. § 2.

Also in every maner plee owt takyn plee of lond, wher the damages ben taxed by an enquest, zif they of the enquest be favour or be ignoraunce taxen the damages to litel, thanne be tho damages by distruccion[1] of the ballyves and of the court enhaunced, &c. Add. MS. 25,011. xxxv. For to enhauncen damages.

Also for as much as summe men vnsufficiaunt and of evyl feith, that maken hem merchaundes in the forseid toun of Gippeswich, be envyous covetyse or by defaute of good avysement, often tyme aforn this tyme haven enbrased bargaynes and bought goodys and merchaundysys comyng in to the forseid toun, to sellyn in the hand of merchaundes or of other straunge men passaunt, and wykkydly a zens lawe and good feith, in esclaundre of the forseid toun and of good men ther ynne duellyng, han delayed merchaundes of her payment, wherfore straunge merchauntes oftyn tyme withdrawen to come to the forseid toun with her merchaundise, and that to grevous damagys of the toun and of all the cuntre aboutyn. The goode men of the same toun felyng the wykydnesse and the folye of swich foul beyeres[2] [as afornseid], and seyeng that it is honurable and profitable for the forseid toun suche defautys as arn aforseid to redressyn, and by good avisement amendyn, of oon counsel and oon assent han ordeyned that no man of the forseid toun [nor] duellyng with ynne the same toun, prevy ne straunge, ne take an hand to beyen the goodys ne the merchaundise of ony maner alienys, ne of other straunge men comyng to the forseid toun by lond or by water, but zif he make gree to the merchaunt of his payment at such day as it is set betwixe hem. And [if any in delaying the merchaunts of her paymentz, and in esclaundre of the seid toun it do,] the ballives of the same toun anon as they have verry knowyng that the merchauntz ben so xxxvj. Of hem that beyen f. 15. b. good of straunge marchauntes and evel payene.

[1] *distruccion*] This is evidently a miswriting of the scribe for discrecioun.

[2] *foul beyeres*] foolish buyers.

Add. MS. 25,012. serrunt ensi malement e faucement de lour payementz delayez, saunz delay e a grantz reddour facent lever e fere des biens e des chateux meyme cely qe teux fauz delays aura quys,[1] de deynz mesoun e de hors, e fere gre al marchaunt en tutz poyntz solom ceo qe ley e resoun demaunde, sauntz attendre le temps de xl. jours a vendre les destresces solom ceo qil est contenuz avaunt en la constitucioun de dette ou des damages derrenez. E si cely fol akatour seyt burgeys de la vyle, e ne eyt rien en la vyle de quey le baillifs pount fere lever ceo qil deyt au marchaunt e faucement detyent cum avaunt est dyt, adunkes seyt cely fol akatour pur sa faucete pur les baillifs e les bones gentz de la vyle foriugge de sa fraunchise en la vyle vn an e vn jour, e de chescun manere de proffyt e avauntage de marchaundise qil deyt aver ou prendre en meyme la vyle de deinz meyme le temps par resoun de sa burgeysye. E mes[2] ne seyt recunseyllie a la fraunchise de la vyle cila qil eyt trove bone e suffisaunte surte, qe si nul de la dyte vyle seyt nule part destreynt, damagee, ou grevee par la fauce e torcenouse detenue qil aura fet au marchaunt com avaunt est dyt, qe ly e sa surte seyent tenuz de ceo a respoundre e a restorer. E facent les baillifs de la dyte vyle enrouler cele surte en comun roule de la vyle issi qe chescun dė meyme la vyle, qe serra ensi destreynt ou grevee, pusse aver soun recovrir ver cely fol akatour ou ver sa surte. E si vn foreyn seyt demoraunt en la vyle, qe delaye les marchauntz de lour payementz en la manere avaunt dite, e ne veoillie ou qil ne eyt pas suffisauntment en la vyle de quey fere gre au marchaunt, &c., seyt cely foreyn par les baillifs e les bones gentz avauntditz foriugge de chescune manere mar-

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[1] *quys*] The participle past from "quere" to seek.

[2] *mes*] This word is used in the sense of "in future" by Britton, l. iii. ch. xxii. § ; l. iv. c. iv. § 18, "mes ne porra."

wykkydly and falsely delayed of her payment, with outyn delay, with gret reddour,[1] shal do areyse of the goodys and chateux of that same man that hath maad such fals delaye ysought with ynnen, and with outyn, to makyn gre to the merchaunt in alle poyntes after that lawe and resoun axeth, with outyn abidyng tyme of xl. dayes to doon come distresse, after that it is conteyned afore in the constitucioun of dette and of damages behyndyn.[2] And zif that fool merchaunt be burgeyses[3] of the toun, and he have no thyng in the toun wherof the ballyves may doon reysyn[4] that he owith to the merchaunt and falsely withholdeth, as it is afornseyd, thanne be the fals beyere for his falsed, be the ballyves and the goode men of the toun, put out of his fredam in the toun a yer and a day, of every maner of profyt as of avauntage of merchaundise that he owith to have or to takyn in the same toun with ynne the same tyme by resoun of his burgeyshode; and be he not reconcyled to the fraunchise of the toun, til that he have founden good and sufficiaunt suerte, that if ony man of the forseid toun be ony wise distroyed, damaged, or greved by his fals[5] [and torceous] withholdyng that he hath doon to the merchaunt, as it is afornseid, that he and his surete of that arn[6] beholdyn to answeryn and to restoryn. And the ballyves of the forseid toun shal doon enrollyn that suerte in the comoun rolle of the toun, so that every man of the same that by him is damaged or greved may have his recurer a zenst hym and his suerte. And zif a foreyn be duellyng in the toun that delayeth merchauntes of her payment in the maner afornseyd, and he wil not or have not sufficiauntly in the forseid toun whereoff to maken gre to the merchaunt, &c., thanne be that foreyn be the ballyves and the goode men of the toun forbarred of

Add. MS. 25,011.

f. 26.

[1] *reddour*] rigour.
[2] *behyndyn*] See chapter xxxiv.
[3] *burgeyses*] a burgeyse.
[4] *doon reysyn*] levy.
[5] *fals*] false.
[6] *arn*] "are." The French text requires the subjunctive mood "be."

Add. MS. 25,012. chaundise fere par ly ou par autre a soun proffyt en meyme la vyle cila qil eyt pleynement fet gre au f. 26. b. marchaunt de quanqil ly deyt pur la marchaundise de ly achate.

Cap°. xxxvij°. De Woluard enouster.

Item en dreyt de peyscoun, haranges, oygnons, autz, e autres diverses marchaundises qe venent par ewe a la dite vyle a vendre, meyntefeze quant ceux qe aveyent teu manere de marchaundise achatez, au payement fere pur meyme la merchaundise sovent sourdyt debat entre les akatours e les vendours, e ceo par enchesoun qe les akatours unt alleggez qe les marchaundises ne esteyent pas si bones ne si marchaundes com eles se mustrerent par amount par la primere bise,[1] ne cum else esteyent plevyes[2] a la vente, par quey les akatours trop sovent detyndrent e abatirent ver lour marchauntz de lour primers covenauntz, plus qe resoun e bone fey ne voleyt a ceo qe hom ad comunement dyt. E pur teux manere debatz desormes enouster,[3] ordene est par la dite comunalte que quant teux manere des marchaundises venent a la dite vyle a vendre, qe quant les marchauntz qe meyme les marchaundises deyvent aurunt lour marchaundises en la dyte vyle vendues, avaunt qe ren de ceo seyt remue, qe le contract e le covenaunt de cele marchaundise seyt reherce e recorde devaunt les baillifs de la dyte vyle, ou vn de eux, cest asaver si les marchauntz vendours le veolent e ceo prient. E seyt le covenaunt e le jour de payement e la surte dil payement, si nule seyt trove, entre en roule des baillifs, e adunkes seyt la marchaundise veue des ditz baillifs, ou de vn de eux, e de quatre bons e leaus hommes de la vyle a ceo jurez, qemeuz se conussent en cele marchaundise,

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[1] *bise*] This is probably a miswriting for "vise," view.

[2] *plevyes*] warranted.

[3] *enouster*] to put away or remove. "Ouster," in the sense of removing, is used by Britton, l. ii. ch. xv. § 22. See below, chapter lxxviii.

every maner merchaundise to be doon by hym or by ony other to his profit in the same toun, til that he have sufficiently maad gre[1] to the merchaunt of all that he oweth hym for the merchaundise of hym bought, &c. Add. MS. 25,011.

xxxvij. For to putten of wolvard.

Also in right of fissh, heryng, oynouns, garleek, and other divers merchandyse that comyn be water to the forseid toun to sellyn, ofte tyme they that beyen such maner of merchaundyse, at the payeng of the same merchaundise, riseth debate be twixe the beyeres and the selleres, and that because that the beyeres ofte tyme chyden and alleggyn that the merchaundisez arn not so goode [nor so saleable] as it weren at the ferste shewyng, [nor as they were plainly at the sale, wherefor the beyers too often withdraw from] and wil not holden here ferste covenauntes, as resoun and good feith wolde, [as is commonly seid, and by such maner debates therein arise]. Wherfore, for to puttyn awey such debates, it is ordeyned be the forseid communalte, that whanne such merchaundyses comyn to the forseid toun to sellyn, that whanne the merchauntz, that the same merchaundise owen,[2] have sold her merchaundise in the forseid toun, a forn that ony thyng ther of be renued, that the contractes and the covenauntes of that merchaundise ben rehersed and recorded aforn the ballyves [or oon of them], zif the selleres willen and preyen. And thanne that the covenaunt and the day of payment, [and the surety of the payment,] zif there ony be founden, entered in the rolle of the ballives, and thanne be the merchaunt vowed on[3] the forseid baillives, or on oon of hem, and of iiij. goode men and trewe of the toun, to that sworn, that best ben knowyng in that

[1] *gre*] satisfaction.
[2] *owen*] *i.e.*, own.
[3] *vowed on*] "and thanne be the "merchaundise viewed of the for-"seid ballives or of oon of hem" would be nearer the French text.

Add. MS. 25,012. issi qe si meyme la marchaundise ne seyt pas tele com le primer mustre se fist, ne com ele esteyt plevye,[1] adunkes par le avisement des baillifs e des ditz quatre sourveours jurez seyt abatu al payement dil primer covenaunt, e la marchaundise amende taunt cum resoun e bone feydemaunde. Mes bien se avisent les baillifs, en lour fey e en lour serement, qil ne facent par collusioun ne par male covyne nul sourveour en tel cas qe seyt parcener de meyme la marchaundise. E ensement bien se avisent tutz marchauntz estraunges venauntz a la dite vyle ovesqes lour marchaundises a vendre a qi il vendent lour marchaundises, e qil se preygnent bons e leaus hostes,[2] kar si lour hostes seyent vendours de lour marchaundises, les hostes respoundrunt a lour marchauntz dil pleyn ; e sil ne facent, seyt meyme la execucioun fete ver eux com sereyt ver autres mavoys payours. E si les marchauntz vendunt lour marchaundises par my lour meyns demeyne[3] a febles payours, sauntz cunseyl de lour hostes e sauntz reconissaunce estre fete devaunt les baillifs, ou sauntz estre sourveues cum avaunt est dyt, adunkes estoysent les marchauntz a lour folye demeyne de aver lour recovrir a meuz qil porrunt.

f. 27.

Cap°. xxxviij°. De renable partye.

Item tutz les tenementz en la vauntdite vyle seyent partables auxibien entre les heyres madles com entre les heyrs femeles, si eux ne seyent forclos[4] par doun ou par devys de lour auncestre, e qe cel heritage seyt party dentre les parceners apres la mort lour comun auncestre quel houre qe nul des parceners voudra sa purpartye demaunder. E si le herytage seyt party dentre eux par lour comun assent, adunkes eyt leyne

[1] *plevye*] "warranted at the sale" is here meant.

[2] *hostes*] See chapter lx. below concerning the hostes of straunge marchaundes.

[3] *par my lour meyns demeyne*] by their own hands.

[4] *forclos*] excluded. The verb "forclore" is used in this sense in Britton, l. vi. ch. ii. § 9 and 11.

Add. MS. 25,011.

merchaundise, so zif that same merchaundise be not such as the ferst shewyng was, [nor as it plainly was at the sale,] thanne be the sight of the ballyves, and of iiij. men[1] sworen, be it abated att the payment [of the first covenant], and the merchaundise amended as resoun and good feith axeth. But weel avise hym the ballyves in her feith and in her oth that they maken not by non collusyoun[2] ne by comettyng[3] ony survyour in such cas that ben parcener of that merchaundise. And also avise weel all straunge merchauntes comyng to the forseid toun with her merchaundise [to sell, to whom they sell her merchandise, and] that they takyn goode hostes and f. 16. b. trewe; for zif her hostys ben sellerys of her merchaundise, the hostys shal answeren to her merchauntes of the fulle; and zif they ne doon, thanne be the same execucioun a zenst hem as shulde be a zenst other wikked payeres. And zif the merchauntz sellyn her owne merchaundise to a febele payere with oute counsell of her hostys, and with oute reconisaunce maad to the ballyves, or with outen survyours as it is afornseid, thanne stande the merchauntz to her owen folye for to have her recurer in the best maner that they may a yenst the febele payeres aforseyd.

xxxviij. Of renable party.

Also that alle tenementz in the forseid toun ben partable as weel be twixen heires male as be twixen heyres female, and zif they be not forclosed[4] by zifte or be devis of her antecessourys, and zif that heritage be departyd be twixen the parsoners after the deth of her comoun antecessour, what tyme that ony of the parceners will axen his part. And zif the heritage be parted be twixen hem by her comoun assent, thanne

[1] *men*] "surveyors" would be more correct.

[2] *non collusyoun*] The particle "non" is redundant.

[3] *comettyng*] "par male covyne" should be rendered "by committing fraude."

[4] *foreclosed*] excluded.

Add. MS. 25,012. parcener le avauntage a choysir quele purpartye qil voudra, e dil eel[1] si plusours parceners y seyent preygne chescun des autres parceners sa purpartye solom ceo qil eschera par sort. E si nul des parceners par malice countredye e ne veoillie suffrir la purpartye de cel heritage estre fete, adunkes solom usage de la vyle eyt le parcener desturbe qe sa purpartye demaunde soun recovrir ver le desturbaunt par gage e plegge devaunt les baillifs de la dyte vyle, cest asaver sil attache sa pleynte desure freschement de denz les primers xl. jours apres qe soun parcener ly aura sa purpartye vye, e sil ne face, il pert soun avauntage de aver recourir devaunt les dytz baillifs par tele pleynte cum avaunt est dyte. E quaunt le demundaunt aura attache sa pleynte desure en le cas avauntdyt, meyntef. 27. b. naunt facent les baillifs somundre le parcener desturbaunt, de qi la pleynte est fete, par ij fraunks hommes de meyne la vyle de estre a la proscheyne court de portmannemote a respoundre al dyt pleyntyfe de play de renable partye; e sil ne veygne par cele somunse, seyt agarde qil seyt autrefeze somuns en meyme la manere; e sil ne veygne par cele seconde somunse, seyt il la tiercefeze somuns en meyme la manere; apres que les somunses eyt il iij assoygnes, sil les veoillie quere. E sil veygne en court apres les somunses ou apres les assoygnes, e ne sache rien dire par quey qe soun parcener ne deyve sa purpartye aver, ou tut ne veygne il mye e face defaute, seyt agarde qe le parcener pleyntyfe receovre sa purpartye de soun heritage avauntdyt e ses damages, e le desturbaunt en la merci; e seyt la taxacion des damages mys en respyt cila qe le heritage seyt party, en aventure si le desturbaunt eyt fait wast en meyme le heritage, kar sil le eyt fait, cel lu waste ly serra assigne a sa purpartye; e sil eyt

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[1] *dil eel*] afterwards, the phrase seems akin to "dilleoques."

have the eldere parcener avauntage to chesyn which part that he wil; and [afterwards] zif there be mo parceners, eche of hem take his part as the lottz yeveth. And zif eny of the parceners by malice withsey and wil not sufferyn the partyng of that heritage to be doon, thanne after the usage of the toun have the parcener lettyd [who axeth his partyng] his recurer a zenst the letter by wed and borugh a forn the ballyves of the forseid toun,that is to wetyn, zif he gynne his pleynt [to suyn] with ynne the ferst xl. dayes after that his parcener denyed hym his part, and zif he do not, he leseth his avauntage to have recurer a fore the forseyd ballyves be such pleynt as is afornseid. And whanne the pleyntyff hath begunnyn his pleynt to suyn in the forseid caas, thanne anon the ballyves shal doon somonyn the parcener lettyng, of whom the pleynt is maad, be ij. free men of the same toun, to be at the next court of portmennysmoote to answere to the forseid pleyntyff of resonable partie; and zif he come not by that somonys be it awarded that he be an other tyme somoned in the same maner; and zif he come not by the secunde somonys, thanne be he the iij. tyme sommonyd in the same maner; after which sommounys have he ij. essoynes, zif he wil axen hem. And zif he come in to court after the somounys, and after hese essoynes, and can no thyng seyn wherfore that his parcener owith not to have his part, or though he come[1] in to court and make defaute, be it awarded that the pleyntiff parcener recure his part of the heritage afornseyd and his damages, and the letter at the mercye; and be the taxacion of the damages putt in respit til the heritage be parted, in aventure zif the letter has doon wast in the seyd heritage, for zif he have doon wast, that place waste shal be assigned to his part; and zif he have doon wast in the Add. MS. 25,011.

[1] *come*] "come not" is required by the context, and harmonises with the French text.

Add. MS. 25,012. fait wast en la purpartye qe escherra a soun parcener demaundaunt, cel wast serra taxe ovesqes les damages par xij. bons e leaus hommes jurez; e pur ceo facent les baillifs meyntenaunt, apres qe le dyt pleyntyfe aura derrene sa purpartye par le juggement avauntdyt, partyr le dyt heritage, e livrer au dyt pleyntyfe sa purpartye auxicom eschera par sort; e seyt la partye fete par xii. hommes jurez; e apres ceo la seyt le parcener desturbaunt garny par ij. fraunkes hommes devenir a la proscheyne court de portmanemote de oyir soun record e soun juggement de la taxacioun avauntdyte; a quel jour le quel qil veygne ou ne mye e le dyt garnisement seyt temoygne sour ly seyt le juggement execute ver ly auxicom affiert. E si leyne parcener eyt countreplede e desturbe soun parcener de sa purpartye com avaunt est dyt, perde il le avauntage de choysir, mes preygne sa purpartye par sort auxi com autre parcener.

f. 28. Cap°. xxxix°. De chartre quiteclame ou autre escryt trier sil seyt dedyt.

Item si play seyt mu en la court de meyme la vile de Gipp[ewyz] des tenements pledables en la court de la vyle, e chartre de feffement, quite clamaunce au autre escryt seyt bote avaunt[1] en pledaunt countre le demaundaunt pur luy barrer de actioun, e celuy demandaunt seyt si prive[2] qil pusse estre receu a dedire le escryt, e le dedye en pledaunt, e sour ceo le defendaunt tende de auer par bone enqueste ensemblement ovesqes les temoygnes nomez en le escryt, qe meyme cel escryt est le feet cely de qi noun il fet mencioun, si les temoygnes seyent residentz e demorauntz en la vyle, issi qe les baillifs de la vyle pussent meyme les temoygnes par poer de lour court fere venir devaunt eux a trier le dyt escrit ensemblement ovesqes autres auxicom affiert, adunkes seyt la chartre, quiteclamaunce, ou autre escrit par meyme les temoygnes

[1] *bote avaunt*] put forward.

[2] *prive*] a burgess or citizen, as opposed to a stranger (foreign).

part which shal fallyn to his pleyntiff parcener, that wast shal be taxen with the damages be xii. goode and trewe men sworen; and therto doo the ballives anon, after the seyd pleyntiff shall have recured his part be the jugement aforeseyd, departyn the seyd heritage, and delyveryn to the seyd pleyntiff his part as it shal falle be lottz; and be the departyng doon be xii. men sworen; and therafter be the seyd parcener lettyn warned be ii. fre men to comen to the next court of portmanneys-moote to heryn his recorde and his jugement of the taxacion afornseyd; at which daye zif he come, or zif he come nott and the seyd warning be wyttenessed azenst hym, be the jugement executed upon hym as is fittyng. And zif the eldere parcener has countrepleted and letted his parcener of his part as afornseyd, lese he the advantage of chesyn, but take he his part be lottz as the other parcener. Add. MS. 25,011.

Also zif pleynt be moved in the court of the same toun of Gippeswiche, of tenementz pledable in the court of the toun, and chartre of feffement, quyt cleyme, or other script be put forward in pledyng azens the pleyntiff to bar hym from his accione, and the pleyntiff be so privy that he may be receyved to denye the script, and he denye it in pleting, and ther upon the defendaunt cleymeth to averryn be good enquest togedyr with with the wyttenesses named in the script that this veray script was maad by hym of whom it make mencione, zif the wyttenesses be residentz and duellyng in the toun, so that the baillives of the toun may doon the wyttenesses by the power of here court comyn aforn hem to trie the seyd script, togedyr with othyr as may be fytting, thanne be the chartre of quyt cleyme or other script tried and averred by the same wyttenesses, xxxix. Of chartre and quyt or oyer script for to trien yif it be withseyd.

Add. MS. 25,012. e par autres bons e leaux hommes jurez, si mester seyt, trie e auere. E si les temoygnes seyent foreynz, issi qe les avauntditz baillifs ne les pount mye consteyndre a fere les venir devaunt eux, pur ceo ne targe mye le ple, ne la preove dil escritment, plus qe si temoygnes fussent mortz.

Cap°. xl°. De taillie saunz seal prover.

Item si dette seyt demaunde entre marchaunt e marchaunt devaunt les baillifs de la dite vyle a la ley marchaunde par tallie[1] saunz seal, nomement de certeyn contracte de marchaundise fait entre meyme les persones, e le marchaunt defendaunt veoylie dedire la tallie par sa ley, a ceo ne seyt il pas receu, cest asaver si le marchaunt demaundaunt veolye prover solom ley marchaunde la tallie estre le feet soun adversarye defendaunt. E quant la prove de la tallie deyt estre receue en court, seyt ele receue au meyns par deux hommes de bone fame jurez e severalement examynez, qe furent presentz en meyme le lu ou la tallie estoyt fete entre meyme les persones, ou qil
f. 28. b. oyerunt ou la dette contenue en meyme la tallie estoyt conue dil dettour avaunt dyt. E si la prove seyt trove bone e acordaunte, seyt agarde qe le marchaunt demaundant recovre sa dette par meyme la tallie e ses damages, e le defendaunt en la merci. E si variaunce e disacordaunce seyt trove en meyme la prove, seyt le juggement execut auxicom affiert, e la tallie dampne pur tutz jours. Mes si dette seyt demaundee par tallie saunz seal horde ley marchaunde, seyt le defendaunt receu a dedire la tallie par enqueste ou par sa ley, le quel qil voudra; e ceo seyt entre meyme les persones qe sunt partyes a la tallie.

[1] *tallie*] Tallies were pieces of wood cut with indentures or notches in two corresponding parts, of which one was kept by the creditor and the other by the debtor. The present officer of the Exchequer, called the Teller, was the ancient taillier (Talliator).

and by other good and trewe men. And zif the wyttenesses be foreyn, so that the afornseyd baillives cannot constreyn hem to doon hem comen aforn hem, therfor be nott the ple nor preff of the script put off,[1] no more than zif the wyttenesses were dede. Add. MS. 25,011.

xl. For to proven tayle with-oute seel.

Also zif dette be axed betwixte merchaunt and merchaunt aforn the baillives of the seyd toun, after the lawe merchaunt be tayle with oute seel, namely, of a certeyn contract of merchaundise maad betwixte the same personys, and the merchaunt defendaunt wyl denye the tayle be his lawe, therto be he nott receyved, that is to wytten, zif the merchaunt pleyntiff wylle prevyn after the lawe merchaunt,[2] the tayle to be maad be his adversarie defendaunt, and whanne the preff of the tayle shulde be receyved in court, be yt receyved by two men at leste of good fame, sworen and severally examyned, who were present att the place wher the tayle was maad betwixte the seyd personys, or who heryd whanne the dette conteyned in the seyd taylle was knowleched by the afornseyd detour. And zif the preff be found good and acordyn, be it awarded that the merchaunt pleyntiff recure his dette be the seyd tayle and hese damages, and the defendaunt at the mercie. And zif variaunce and disacordaunce be found in the seid preff, be the jugement executed as is fytting, and the tayle condempned for alle dayes. But zif the dette be cleymed be tayllewith oute seel,with oute the lawe merchaunt, be the defendaunt receyved to denye the tayle be enquest, or be his lawe, which evere he wyl, and be this betwixte the personys who are parties to the tayle.

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[1] *put off*] Targe, in the sense of putting off, or deferring, occurs in Briton, l. ii. ch. xx. § 1.

[2] *after the lawe merchaunt*] The debt by tally was a contract according to the law merchant, and the proof was regulated by that law. In a similar manner in the city of London, the proof of the tally had to be made by citizens or merchants or other good and lawful men. Liber Albus, p. 294.

Add. MS. 25,012. Capº. xljº. De espe rendre.

Item chescun fiz de burgeys qe seyt heyr soun pere, apres la mort soun pere veygne en pleyne court de denz les primers xl. jours apres la mort soun pere, sil seyt en payis, e rende as baillifs de la vyle le espeye soun ˋpere,ˊ e jurye a meyntenir la fraunchise de la vyle auxi com affiert e a celer les privetez de la vyle; e sil ne face, seyt il remue de chescun cunseyl de la vyle taunke il le eyt fait; e fait asaver, qe sil y eyent plusours freres, leyne rendre le espeye cum avaunt est dyt, e les autres freres frunt[1] meyme le serement cum lour eyne frere fist. E ne seyt pas suffert, qe nul fitz de burgeys seie[2] ne demeorge a comun cunseyl de la vyle, sil ne seyt jure a celer le cunsel e les privetez de la vyle.

Capº. xlijº. De destresce fere burgeys sour autre.

Item nul burgeys de la vyle ne destreygne autre burgeys de meyme la vyle de lautorite demeyne pur trespas, qil ly eyt fait, ne pur dette qil ly deyt, mes se pleygne a les baillifs de la vyle en fourme de ley.

Capº. xliijº. Coment burgeys poet destreyndre foreyn.

Item si un foreyn deyve dette a vn burgeys de la vyle, e le jour de payement seyt passe, e cely foreyn veygne passaunt par my la dite vyle e ne veoillie gre fere al demaundaunt de sa dette, eyt cely burgeys a qi la dette est due peor de arrester les chateux soun dettour passaunt par my la vyle, cila qil eyt baillifes[3] de la vyle aqi il porrat sa pleynte attacher de sure.

f. 29. Capº. xliiijº. Coment burgeys

Item si un burgeys de la vyle achate marchaundise de denz la fraunchise de meyme la vyle, tut seyt vn foreyn pres de ly chalengaunt sa part de meyme la

[1] *frunt*] The conditional "freyent," from "fere," to do, is used by Britton, l. iii. c. xi. § 3.

[2] *seie*] seier, in the sense of "to sit," occurs in the Liber Custumarum of the City of London, p. 474.

[3] *cila qil eyt baillifes*] until he find the ballives of the town.

Add. MS. 25,011.

xli. For to yelden swerd.

Also everech son of a burgeys who is herre to his father, after the deth of his father, come into ful court with ynne the ferst fortie dayes after the deth of his father, zif he be in the contre, and render to the baillives of the toun the swerd with which his father was sworen to meyntenyn the fredom of the toun as is fytting, and to concele the secrets of the toun; and zif he doo not, be he removed from everech councele of the toun til he have doon it; and be it to wytten, that zif there be several brothers, the eldere shal render the swerd as afornseid, and the othyr brothers shal makyn the same oth that the eldere has maad. And be it not alowed that eny son of a burgeys sitte nor duelle at the comoun councele of the toun, zif he be not sworen to concele the councele and the secrets of the toun.

xlii. For on burgeys to make distresse on an other.

Also no burgeys of the toun shal distreyne an othyr burgeys of the same toun of his owne authoritee for trespas which he has maad azeyns hym, nor for dette which he oweth, but shal make pleynt to the ballyves in foorme of lawe.

f. 17.

xliij. How a burgeys may distreyne a forreyne.

Also zif a foreyn denye[1] dette to a burgeys of the forseid toun, and the day of payment be passyd, and that foreyn come passand by the toun, and wil not makyn gre to the axand of his dette, thanne have the same burgeys to whom the dette ys owyng power to arestyn the chateux of his detour passaunt by the same toun, til that he have a bayle of the toun,[2] to whom he may attachyn to suyn his pleynt.

xliiij. How a burgeys owethe party wyth burgeys

Also zif a burgeys of the toun beye merchaundise with ynne the fraunchise of the same toun, though there be a foreyn by hym chalangyng his part of the

[1] "oweth" would be a more correct translation of the French text. The author of the English translation has misread "deyve" as if it were "denye."

[2] *til that he have a bayle of the toun*] until he find a bayliff of the town, to whom he can apply to prosecute his pleynt.

Add. MS. 25,012.

deyt partyr ovesqes burgeys et ou ovesqes foreyn en marchaundise.

marchaundise, cely foreyn ne partira mye ovesqes le burgeys. Mes si foreyn achate marchaundise e un burgeys seyt pres de ly e chalange sa part, le burgeys deyt sa part aver.

Capº. xlvº. De veue de fraunke plegge.

Item la veue de fraunke plegge [1] seyt tenue en la vauntdite vyle a tutz jours en la semeyne de Pentecuste, e les purprestures presentez en meyme la veue seyent redrescez e amendez par veue des baillifs e des chefs plegges [2] presentours de denz les primers xl. jours apres meyme la semeyne de Pentecuste.

Capº. xlvjº. De defens de wast pendaunt play.

Item cum play seyt mu devaunt les baillifs de la vaundite vyle par brefe le rey des tenementz en meyme la vyle, meyntenaunt facent les baillifs, apres ceo qe le brefe serra attaine devaunt eux, defendre au tenaunt sour qi le brefe vyent, qil ne face wast, destruccioun, ne estrep [3] en le tenement demaunde pendaunt le play. E si le tenaunt le face countre le defens les baillifs, e le demandaunt receovre le tenement apres ly, seyent ses damages agardez en duble ver cely qe le wast en meyme le tenement countre le defens des \ baillifs / aura fait, solom ceo qe les damages

[1] *la veue de fraunke pledge*] It would seem that the bailiffs of the town held a view of frankpledge, like the sheriffs in the county courts, in every recurring week of Pentecost. The primary object was to enroll all all those who were above the age of twelve in some *dizaine* or decennium, the members of which should be responsible for their good conduct, and to administer to them the leet oath.

[2] *des chefs plegges*] The same phrase is used by Britton, l. i. ch. xxx. § 4, "si touz les chefs pleges "soint venuz a la vewe."

[3] *estrep*] "Estreper," in the sense of "to strip or spoil," is used by Britton, l. i. ch. vi. § 3. The word "estrepement" in the same sense occurs in statute vi. Edw. I. c. xiii. "le tenaunt ne eit pas poer de fer "wast ne estreppement du tene- "ment."

same merchaundise, that foreyn shal not partyn[1] with the burgeys. But zif a foreyn beye merchaundise, and a burgeys be there with hym and chalange his part, the burgeys oweth theroff to have his part. Add. MS. 25,011. and with foreyn marchaundes.

Also the leete be holdyn in the forseid toun of Geppiswich[2] at alle dayes in the weke of Pentecost, and the purprestures presentyd in the same toun[3] shul ben redressed and amendyd be sighte of the ballyves and of the hed boroughes presentoures with ynne the ferst xl. dayes after the same weke of Pentecost. xlv. Of the lete.

Also whanne plee be meved aforn the ballives of the forseid toun by kynges writ of tenement in the same toun, and on[4] the ballives, after that the writ be attained aforn hem, they shal defendyn the tennaunt, up on whom the writ cometh, that he make non destruccioun, ne strip in the tenement hangyng in plee. And zif the tenaunt doo a zeyns the defence of the ballyves and the axand, that thanne the axand[5] recure the tenement, and afterward on to hym, ben the damages awarded in doubcle a yeyns hym, that hath doon wast in the same tenement a zeyns the defence of the ballyves; and after that ben the damages taxed be xij. men xlvj. Of the fens of wast hangyng the plee.

[1] *partyn*] share, i.e., claiming to purchase a part of the merchandise.

[2] *Geppiswich*] This word is not in the French text.

[3] *toun*] "leete" is required here by the French text. See statute 18 Edw. II. ch. 3, for the matters to be presented at the view of frankpledge. The "leete" meant the assembly or meeting, and was a general term applicable either to the court of the hundred, or the court baron, or any peculiar local jurisdiction. The author of the English version has used the term "leete" as if it were synonymous with a view of frankpledge, which might indeed be held in the "leete," but could also be held in the county court, and was in fact held once in every year at the Easter term or circuit of that court. Myrrour of Justices, l. i. ch. xvi. and xvii. Cf. Britton, l. i. c. xxx. § 4. De Tournes de Viscounts.

[4] *and on*] "anon" would be more correct than "and on."

[5] *that thanne the axand*] These words are not in the French text.

Add. MS. 25,012. serrunt taxez par xij. hommes jurez, e seyt le tenaunt qe tel wast, destruccioun, ou estrep aura feet grevousement amercye pur meyme le trespas.

Meyme tel prosces seyt tenu e garde en chescun play de terre plede devaunt meyme les baillifs sauntz brefe. E fait asaver qe tel defens de wast, com avaunt est dyt, deyt estre fait a la sute e a la priere del demaundaunt.

Cap°. xlvij°. Ke nul ne preygne en gage leyne ne fyl de poures pygneresses, &c. f. 29. b.

Item ordene est par la dite comunalte e defendu qe nul de la dyte vyle ne preygne en gage des poures tistours, ne des povres pingneresses, ne des fillieresses, ne des povres tayllioura, ne des tayllieresses, ne des povres lavanderes, ne des autres povres keytyfs draps tayllez, launges, ne lynges, ne parceles de teux draps, ne leyne pygnie[1] blaunche, ne teynte, ne lyn, ne kamme, ne fyl launge, ne lynge, ne autres manere des choses suspeciouuses, pur argent, ne pur peyn,[2] ne pur vyn, ne pur cerveyse,[3] ne pur autre manere vitayllie par la ou lom peot aver vereye suspecioun, qe teu manere des choses issi engagez, ne seyent pas les propres biens de ceux meymes povres qe lengagent. E qi autri chose preygne en gage de nul tel povre, cum avaunt est dyt, countre lordenaunce e le defens avauntdyt, eyt cely ou cele, qe la chose deyt, la delivraunce de meyme la chose engagee par les baillifs de la dyte vyle quitement sauntz rien payer, en qi meyns qe la chose seyt veue e trovee, si le engagour meymes ne seyt de tel poer qil pusse de ceo respoundre e gre fere. E facent les

[1] *pygnie*] carded.

[2] *peyn*] bread, in modern French 'pain.'

[3] *cerveyse*] cerevisia, beer.

sworn. And thanne be that tenaunt [that has doo such wast, destruccion, or spoil] grevously amercied for the same trespas. Add. MS. 25,011.

The same processe be holdyn and awarded in every plee of lond aforn the ballives pleted with outyn writ. And it is to witte that swich defence of wast, as is afornseid, oweth to be doon att the sute and at the prayer of the axand.

xlvij. That non ne take in wed woll ne such other pore poverayle. f. 17. b.

Also it is ordeyned be the forseid comunyalte and defendyd, that non of the same toun take in kepyng of poore webberes,[1] ne off spynneres,[2] ne of threed makeres,[3] ne of poure tailours, ne of tayleresses, ne off poure lavenderes,[4] ne of other poure caytyvys[5] clothes maade, ne parcel of clothes, ne wolle [carded], whitte or lettyd,[6] ne flax, ne hemp, ne wollen threed, ne lynen threed, ne non other maner of thyng suspesious, for silver, ne for breed, ne for wyn, ne for ale, ne for other victuayle, wher of a man may have veray suspesioun that swich maner of thyng so put to wedde be not the owen propre good of such poure men that leyn hem to wed.[7] And who so evere take swich thyng to wedde of such poure [as afornseid] pytayle[8] a geyns the ordinaunce and defence aforseid, thanne have he or shee, to whom that thyng is longyng,[9] deliveraunce of the same thyng [engaged] be the ballyves of the forseid toun quytlych with oute any thing payeng in whos hand that thyng be seyn and founden, zif he or shee that leyd it to wedde be not of swich power to answeryn therefore and makyn gre. And the ballyves

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[1] *webberes*] weavers.

[2] *spynneres*] Cowell translates the word "pigneresses" carders of wool.

[3] *threed makers*] that is, spinners.

[4] *lavenderes*] laundresses.

[5] *caytyvys*] caytif is the usual form, a wretched person.

[6] *lettyd*] dyed, coloured.

[7] *to wed*] that is, in pledge.

[8] *pytayle*] This word is not in the French text.

[9] *is longyng*] literally, that owneth that thyng.

Add. MS. 25,012.

baillifs de la vyle cryer cest ordenaunce par my la vyle de an en an ovesqes les autres cries, issi qe nul de la dyte vyle se pusse escuser, sil face countre la crie e lordenaunce avauntdyte.

Cap°. xlviij°. De chose adyree.

En meyme la manere eyt chescun en la dyte vyle devaunt les baillifs de meyme la vyle, par pleynte attache par gage e plegge, soun recovrir de ses biens e ses chateux adyreez,[1] en qi meyns qe la chose adyree seyt veue e trovee, par akat ou en autre manere. E il[2] soun recovrir ver soun garaunt a meuz qil saura ou porra.

Cap°. xlix°. De attorne receyvre.

Item use est en la vauntdyte vyle de Gipp[ewyz] qe les chefs baillifs de meyme la vyle joyntement e severalment pussent prendre attorne[3] dil demaundaunt e dil defendaunt, en chescun play pendaunt e attaine devaunt eux par brefe ou saunz brefe, e ceo auxibien en absence de partye com en presence. e auxi bien horde court com en court, e qe chescun de eux seyt cru a recorder le attorne qil aura issi receu. E si nul qe plede ou qe seyt emplede en la court avauntdite par brefe ou saunz brefe seyt si malade ou en tel estat de cors, qil ne pusse, saunz peril de cors venir en cour a sure soun ple ou a defendre, qe les ditz baillifs pussent maunder un de lour subbailifs ou acun autre covenable persone a prendre de celuy malade attorne en meyme le ple.

f. 30.

Cap°. l°. De reconyssaunce receyvre

Item use est qe les chefs baillifs de meyme la vile, e chescun de eux par luy, quel part qil seyt de denz sa baillie, pusse prendre reconissaunces de dettes, mes qil

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[1] *adyreez*] This word occurs in Britton, l. i. ch. xvi. § 2; ch. xviii. § 3, in the sense of "lost." Adiratam, Bracton, l. iii. c. xxxii. § 3.

[2] *e il*] e eyt il is required by the context.

[3] *attorne*] Attorney occurs in the Myrrour des Justices, ch. ii. s. xxxi.; attornee, ch. v. s. 102; attorne, *ib.* s. 1004. Attourné is usual in Britton, l. ii. c. xv. § 3 and 4.

of the forseid toun shuldyn doon crie this ordinaunce from yer to yer with the other cries, so that non of the forseyd may resonabely excusyn hym, zif he doo azeyns the crie and the ordinaunce afornseid. Add. MS. 25,011.

Also in the same maner have eche on in the forseid toun aforn the ballives of the same toun, by pleynt begunnyn by wed and borgh, his recurer of his goodyz and of his chateux a direoz[1] in whos handys that the thyng adiree be seyn and founden, by beyeng or in other maner; and have he his recurer a zeyn his borogh the best maner that he can. xlviij. For a thyng a diree.

Also it is vsyd in the forseid toun of Gippeswich that the chieff ballives of the same toun iunctly and severally mown makyn atturne of the axand and of the defendaunt in ech plee hangyng and attainyd be forn the ballives by writ or with outyn writ, and that as weel in absence of the partie[2] as in presence, and as weel with oute the court as in court. And eche of hem be trowed to recorden the atturne that he hath so resceyved. And zif ony that pleteth, or that he be in plee in the court aforseid by writ or with outyn writ, be so seek or in such state of body that he may not with owtyn pereil of body comyn in to the court to suyn his plee or to defendyn, thanne the forseyd ballives mown sendyn on of her subballyves or sum other covenable persone to taken of that seek man atturne in the same plee. xlix. For to reseyvene attourne.

Also it is vsed that the chieff ballives of the same toun, and everech of hem by hem selff, what part that he be with ynne his baile, may take reconisaunce of dette, l. For to reseyvene a reconi-

[1] *a direoz*] lost.

[2] *in absence of the partie*] that is, of the adverse party. The person appointing the attorney ought to be present, hence the rule that a sub-bailiff shall attend on a sick man if the latter wishes to appoint an attorney.

Add. MS. 25,012.

horde de court ou contractes de marchandise.

eyt devaunt luy le demaundaunt e le dettour; e seyent celes reconissaunces entrez en roule de la vile, e sour ceo execucioun fete auxi com affeert; e apres cel la ne seyt pas le reconissour receu ne oy[1] en court a dedire cele reconissaunce countre le record des ditz baillifs ou de un de eux; mes en teles reconissaunces fetes en court ou horde court saunz prosces de play ne seyent poynt de damages taxez ne aiuggez al demaundaunt. Item si contract e covenaunt de marchaundise entre marchauns de la volunte e dil assent de meyme les marchauns seyt conue e rehercee[2] devaunt les chefes baillifs de la dite vile ou un de eux en presence de bones gentz de la vile, quele part qe ceo seyt de deinz lour baillie, seyt fey e creaunce done a meyme les baillifs e a chescun de eux a recorder meyme le contract e le covenaunt; e ne seyt nul des ditz marchauns receu ne oy en court ne horde court a dedire lour record; mes cely marchaunt qe seyt encountre de tenir contract e le covenaunt avaunt dit par agard de court solom le dit record seyt condempne solom le cas e solom ley marchaunde; mes tele reconissaunce ne seyt pas receue par buche[3] de baillifes apres ceo qil serra remue de soun office, si la reconissaunce ne seyt trove en roule.

f. 30. b.

Cap°. lj°. Coment vedue deyt tenir soun fraunke baunke.

Item usee est en lavauntdite ‵vyle′ qe si nul burgeys de la vile, qe seyt peer e comuner,[4] en meyme la vile preygne femme la quele qe ele seyt, damoysele ou veve, mes qil ne eyt mye espose autre femme

[1] *ne oy*] that is, oyé, heard.

[2] *rehercee*] This word occurs in Britton, l. ii. ch. xxi. § 5.; l. iv. c. v. § 1.

[3] *buche*] bouche, mouth.

[4] *peer e comuner*] The proper interpretation of these words, which also occur below in chapter lx., is not assisted by the context. Ducange interprets the phrase "pares communiæ" as the peers or assessors of the mayor or prefect of a commune. In the case of Ipswich the twelve capital portmen of the borough were the assessors of the bailiffs and coroners, but the term "peer et "comuner" is used in chapter lxxix. below in a wider sense to signify any burgess resident within the town of Ipswich at lot and scot as distinguished from a burgess foreyn.

Add. MS. 25,011. f. 18.

saunce out of the court in contractes of marchaundes

but that he have aforn hym the axand and the detour; and be tho reconisaunce entryd in to the toun rolle, and upon [this be] doon execucion as it oweth to ben; and after that ne be the reconisour resceyved [nor herde] in court to with seyn that reconisaunce a zenst the recorde of the forseid baillyffs, or of on of hem; but in such reconisaunce maad in court or out of court with out proces of ple ne be tho damages taxed, ne iuged to the axand. Also zif contractes of covenauntes[1] be twixe merchauntz of wil and assent of the same merchauntes ben knowyn and rehersed aforn the cheif ballives of the same toun or on of hem in presence of good men of the toun, what part that it be with ynne her bayly, be feith and credence yoven to the same ballives and to everych of hem to recordyn the same contractes and the covenaunt; and be non of the forseid merchauntz resceyved ne herde in court ne out of court to with seyn here recorde; but that merchaunt that will not holdyn the contractes and covenauntz afornseid by award of the court after the forseid recorde be condempned after the cas and the lawe merchaunt; but such reconisaunce be not resceyved of the ballives mouth after that he be remuyd of his office, zif that reconisaunce be not founden in rolle.

li. How a wydue oweth to have her fre banche.

Also it is ordeyned[2] in the forseid toun that zif ony burgeys of the toun, that be peere and commouner in the toun, take a wiff that be [dame or][3] damoisele or wedewe, so that he have not wedded a other woman

[1] *covenauntes*] "zif contract and "covenant of merchandize betwixe "merchants" would be the more correct translation.

[2] *ordeyned*] "used" would be the proper translation of the French text.

[3] *dame or*] These words are not in the French text.

[4] *have not wedded*] In other words, provided he be not a widower.

Add. MS. 25,012.

avaunt, e la femme sourvyve soun baroun, eyt la femme apres la mort meyme cely soun baroun tut le chefe mes soun baroun enterement, dunt il morust seysi en meyme la vile en feou demeyne com de fe, atenir en noun de fraunke [baunke], dementers qe ele se teygne veve saunz wast fere ou alienacioun en disheritaunce dil heyr soun avaunt dit baroun; e estre ceo seyt ele dowe de la moyte du remenaunt en meyme la vile, cest asaver la ou ele deyt de dreyt estre dowe. E si seon baroun ne avoyt en la vyle forkes seulement un mes, ja le meyns teygne ele cel mes en noun de fraunke baunke, mes qe les enfaunz soun dit baroun seyent herbergez leynz[1] ovesqe luy.

Cap°. lij°. De dowarye.

Item en dreyt de femmes qe ne deyvent en la vile apres la mort lour barouns fraunke baunke aver, demeorgent eles en le chefe mes xl. jours apres la mort lour barouns saunz wast fere, de denz les queux lour seyt assigne lour renable doware par le heyr lour avaunt ditz barouns solom usage de la vile, cest asaver la meyte de tutz les tenementz e rentes en la vile dunt lour barouns morurent seysyz en lour demeyne com de fe. Ceo est asaver si le heyr lour voillie de soun bon gre de denz meyme les xl. jours doware assigner.

Cap°. liij°. Coment vedue deyt rejoyir la fraunchise de la vyle.

Item si vn burgeys denzeyn[2] de la dite vile espouse vne foreyn femme, e la femme sourvive soun baroun, reioysse la femme la fraunchise de la vile dementers qe ele se tyent vedue.

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[1] *leynz*] therein, Britton, l. i. ch. ii. § 12.

[2] *denzeyn*] that is, resident within.

aforne, and the wiff overlyve the husbond, thanne have the womman after the husbondes deth all the cheif mees[1] of her husbond, wher of he deyed sesyd in the same toun in his owen demene as of fee, to holden in the name of [fre] banche the same tyme that she kepeth her wydwe with oute wast or alienacioun of disheritacioun of the heir of hyr [afornseid] husbond; and with outen that[2] be shee dowed [of the halfe] in the remenaunt [in the same toun], that is to wetyn ther that shee oweth to ben dowyd. And zif her husbond have not in the toun but only oon mees, nevertheles holde shee that mees in name of frebanch, but that the child of hir husbond be herberwyd[3] [therin] with her. Add. MS. 25,011.

Also in right of wommen that after the deth of hir husbond owyn not for to have fre banch, duelle they in the cheif mees [fortye dayes] after her husbonds deth with outyn doyng of wast, withynne the which dayes be hem assigned resonabele dowarye be the heyre of her forseid housbond after the usage of the toun, that is to wittyn the halvyndel[4] of all the tenementz enheryng to the forseid toun[5] wher of her husbond deyed sesyd in her owen demene as of fee, that is to wittyn, zif the heir wil of his good wil with ynne the ferst xl. dayes assignen dowarye. lij. Of dowarye.

Also zif a burgeys [with ynne] of the forseid toun of Gippeswiche[6] wedde a foreyn womman, and that womman overlyve her husbond, thanne reioysse that womman the fraunchise of the toun the mene tyme that shee kepyth her wydewe. f. 18. b. lij. [liii.] How a wydue oweth to reioysen the fraunchise of the toune.

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[1] *mees*] messuage.

[2] *with outen that*] besides that.

[3] *herberwyd*] harboured.

[4] *halvyndel*] The common law allowed only a third part. Glanville, l. vi. c. 1.

[5] *enheryng to the forseid toun*] "and rentes in the town" would be a more correct translation.

[6] *of Gippeswich*] These words are not in the French text.

Add. MS. 25,012. f. 31.

Cap°. liiij°. Ke hommage ne fealte seyt fete des tenements en Gippewyz.

Item use est en la dite vyle de Gipp[ewyz] de antiquite, qe nul terre tenaunt en meyme la vyle face homage ne fealte a soun chefe seygnur pur nul tenement qil tient en la vyle, nomement de ceo qe est tenu purement en fraunke burgage, ne qe le chefe seygnur par resoun de tel tenement qe de ly seyt tenuz en meyme la vyle, qe seyt dil burgage cum avaunt est dyt, pusse de soun tenaunt apres nuly mort demaunder, chalenger, ne aver relefe, garde, ne mariage, ne autre attournement de service, forkes taunt soulement payement de rente, ne autre proffyt sauve eschete quant ley le donne. Mes de taunt ne seyent mye les burgeys de la vyle escusez apres la mort de chescun rey Dengleterre, qil ne facent a lour seygnur lige serement de ligaunce si hom le demaunde de par le rey. Ensement use est en la dite vile, qe nul foreyn destreygne soun tenaunt en meyme la vyle pur rente arrere sauntz baillife de la vyle, e ceo par resoun qe le baillife ne doyt pas suffrir qe la destresce seyt nule part mys forkes en lu de denz la vyle, ou les baillifs de la vyle pussent en due manere fere la delivraunce par gage e plegge, si mester seyt solom ley e resoun. Mes ceux qe sunt burgeys de la vyle denzeynz lottauntz e escottauntz,[1] bien lour list a destreyndre lour tenauntz en la dyte vyle par lour rente arrere quel houre qe bel lour seyt, tut sauntz baillife, par ceo qe, sil meyssent les destresces ayllours qe fere ne dussent, il sunt plus distreygnables e plus justisables a les baillifs de la vyle qe ne sunt les foreyns.

Cap°. lv°. Coment femme coverte de baroun

Item use est qe femme coverte de baroun seyt justicee par les baillifes de la dyte vyle a respoundre devaunt eux en play de trespas ou peyne denprisone-

[1] *lottauntz et escottauntz*] In the roll, called the Bailiff's Roll, made in the second year of king John, it was provided "that no burgess of "the said town shall be quit of "custom in the same town for his "merchandizes, that is, if he be a "merchant, unless he be at lot and "scot in the common aids and "businesses of the town."

Also it is used in the forseid toun [of Gippeswich] of elde[1] antiquyte, that no lond tenaunt in the same toun do homage ne feute to his cheif lord for ony tenement that he holdeth in the toun, and nameleche of that that is holdyn purly in fre burgage [nor that the cheiff lord by reson of such tenement that be holden of hym in the same toun, that is of burgage,] as is afornseid, may not of his tenaunt after ony ded axyn, chalangyn, ne have releeff, warde, ne mariage, ne other attornement of service, but only the payment of the rente, ne of non other profyt save escheet whanne the lawe yeveth. But of this be not the burgeysys of the toun excusyd after the deth of ony kyng of Yngelond, that they ne doon to her ligelord othe of ligeaunce, whanne they ben axed by the kyng. Also it is used in the forseid toun that non foreyn distreyne for rente be hyndyn his tenaunt in the forseid toun with oute bayle of the toun, and that be resoun that the bayliff oweth not to sufferyn that distresse to be put in ony place save in the toun, where the ballyves mown in due maner makyn deliveraunce by wed and borgh, zif myster be after lawe and resoun. But they that ben burgeysys of the toun with ynne, lottyng and skottyng, moun distreynen her tenauntz in the forseid toun for rente be hyndyn what tyme that they seen good be, with outyn baille,[2] for zif they puttyn distressis owherellys thanne they owyn, thanne ben they more distreynabele and more iusticiable to the ballives than ben the foreynes.

Add. MS. 25,011. liij. [liv.] That homage and feute be [not] done of tenementes in Geppyswich.

Also it is used that a womman curyd[3] under housbond be iustisied by the ballyves to answeren aforn hem in plee of trespas, or of peyne where prisonement,[4]

liiij. [lv.] How a woman covered under hus-

[1] *elde*] This word is redundant.
[2] *baille*] baillifs are here meant.
[3] *curyd*] covert.
[4] *or of peyne wher prisonment*] The French text requires " or where " the peyn of imprisonment."

Add. MS. 25,012. f. 31. b.

deyt respoundre en play de trespas saunz soun baroun.

ment, ou de juyse,[1] peot estre agarde solom ley e usage de meyme la vyle, auxi com ele sereyt justisee si ele fust sole saunz baroun, cest asaver de soun personel trespas, mes qe le trespas ne tuche mye fraunke tenement.

Cap°. lvj°. Coment le baroun deyt respoundre de la decte de sa femme.

E ensement vse est qe le baroun respoygne en la court de la dyte vyle a chescuny pleynte de dette qe sa femme devoyt avaunt lour esposayllies, e de dette qe ele aura emprompte [2] pus lour esposallies, auxi avaunt cum de sa dette demeyne. Mes si la femme deveygne nuluy plegge de dette, de ceo ne seyt pas le baroun tenuz a respoundre.

Cap°. lvij°. De macecreuz qe aportent carcoys saunz quyrs, &c.

Item pur ceo qe plusours manoystes [3] soventefeze sunt fetes en payis des bestes emblez,[4] e les carcoys a la feze par meyns de macecreuz sunt vendues en la vauntdite vyle, si cum meyntefeze le esclaundre est en payis a graunt dishonur de la vyle, ordene est qe nul macecreu desoremes ne ameyne ne aporte en la dite vyle a vendre carcoys de beofe, de veel, ne de motun, sil ne ameyne les quyrs e les pels ovesqes les carcoys, en aventure si nul homme sue sa beste emblee [4] qil pusse par les quyrs ou par les pels aver conissaunce de sa beste. E si nul macecreu autrement le face, seyt le carcoys qe ensi serra trove saunz 'quyr' ou saunz peel forfet ver les baillifs de la vyle en eyde a la ferme le rey [5] de meyme la vyle, pur ceo qil semble bien qe

[1] *juyse*] This word occurs more than once in Britton in the sense of an instrument of punishment. In l. i. ch. xxxi. § 7, these instruments, in the case of the lord of a market, are specified as gallows, pillory, and tumbril.

[2] *emprompte*] borrowed, Kelham.

[3] *manoystes*] This word is probably the same as "manueste," which occurs in the Liber Albus of the city of London, p. 282, in the sense of an offence or transgression. Kelham translates the verb manuester, to filch or to thieve.

[3] *emblez*] stolen.

[4] *la ferme le rey*] King Edward I. had restored the rights of the borough in 1291 upon payment of a fee-farm of sixty pounds annually at the exchequer during the king's pleasure, one moiety to be paid at Easter and the other at Michaelmas.

ther the jues[1] may ben awarded after lawe and usage of the same toun, as shee shulde ben iustisied zif shee were sengle with outyn housbond, that is to wetyn, of her personel trespas, but not in trespas that toucheth fre tenement.

Add. MS. 25,011.

bond owethe to answeren in plee of trespas with owte her husbond.

Also it is used in the forseyd toun the husbond shal answeryn in the court of the same toun in eche pleynt of dette that his wiff owed aforn her weddyng, and of dette that shee hath be hotyn after her weddyng, as wel of her owne dette as of other. But zif that womman be comyn ony borugh[2] of dette, of that oweth not the housbond answeren.

lv. [lvi.] How the husbond oweth to answere for his wyffes dette.

Also for as moche as manye harmys ben oftyn tyme doon in the cuntre of bestes [stolen] aweye, and the carcasys often tyme be bocherys ben seld in the forseid toun, wher off oftyn tyme gret slaundre is in the cuntre to gret dishonour to the toun, it is ordeyned that non bocher 'from hens forth' lede ne brynge in to the forseid toun to sellyn carcaisys of beeff, of veel, ne of moton, but zif he brynge the [hides and the] skynnes with the carcayses, in aventure zif ony man sue the bestys [stolen] that they mown be the [hides and the] skynnys have verray knowyng of his bestes. And zif ony bocher do otherwise, be the carcaysys so founden with outyn skynne forfetyd to the ballives in helpe of the kynges ferme of the same toun, for it semeth wel

lvj. [lvii.] Of bocherys that beryn carcoyses with oute skynnes.

f. 19.

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[1] *ther the jues*] This should be written "or of the jues." The jues in the case of women was the tumbril, corresponding with the pillory in the case of men,

[2] *be comyn ony borugh*] become a surety.

Add. MS. 25,012. ceo est suspecioun de mal quant teux macecreuz ne veolent les quyrs ne les pels porter ovesqes les carcoys. Mes pur ceo ne lessent mye les macecreuz, qil ne vendent lour quyrs e lour pels quel houre qil meuz pount, mes qil ne seyent poynt remuez hors de commune veue du marche avaunt houre de prime, e ceo par le veue des gardeynz de meyme le marche. Mes ne mye pur ceo si nul macecreu foreyn, qe seyt homme de bone fame, seyt trove en tele defaute, cum avaunt est dyt, se pusse escuser, qil ne savoyt mye le usage de la vyle ne de la crye fete al houre quant il fust trove en defaute solom le cas avauntdyt, adunkes ly seyent f. 32. les baillifs de la dyte vyle gracious e favourables a cele primere feze. Mes si autre feze seyt trove en defaute en meyme la caas, seyt il puny par la peyne avauntdite. E facent les baillifs de la vile apertement crier de an en an a la Seynt Michel en pleyn marche de la boucherye, qe ceste ordenaunce avauntdite seyt tenue e fermement garde.

Cap°. lviij°. De macecreuz qe vendunt chars sursemez, &c.

Item bien se gardent tutz macecreus,[1] auxi bien denzeyns com foreynz, qe nul de eux en la dite vyle ne mustre a vendre chars de morine, ne soursemez, ne corrumpues. E si nul le face, seyt la char tele com ele est a la primere feze forfete; e a la seconde feze seyt la char forfete, e meyme le vendour seyt agarde au pillory. E a la tierce feze, si se seyt meyme la persone, seyt la char forfete, e estre ceo foriurge il le mester un aan e un jour en meyme la vyle de Gipp[ewyz]. Mes si nul veoillie tele mauvoyse char vendre en la dite vyle, estoyse desouth le pillorie de la vile ovesqes une table devaunt luy, e illeoqes vende bandement[2] cele char pur tele com ele est a tutz ceux

[1] *macecreus*] In the Laws of Edward the Confessor, ch. xxxix., macecrarii are mentioned, quos Angli vocant fleismangeres. Ancient Laws and Institutes of England, vol. i. p. 461.

[2] *bandement*] boldly. Kelham translates bandour, boldness.

that it is verray suspecyoun of evyl whanne suche bocherys wil not bryngyn the skynnys' with the carcaisys. But for that leve not the bocheres but that they sellyn her skynnys[1] what tyme that they best mown, but they be not remuyd out of comoun sighte of the market aforn the hour of prime, and that be the sighte of the keperes of the same market. But nevertheles zif ony bochier foreyn, that is man of good fame, be founden in such defaute as is afornseid, mown excusyn hym that he ne knewe not the usage of the toun ne the crye therof, thanne to hym be the ballyves gracious and favorabele att the ferst tyme. And zif he be founden in the same defaute afterward, be he punysshed be the peyne afornseyd. And the ballives of the toun shullyn doon cryen apertly from zer to zer at the feste of Seynt Michel in the full flessh market, that this ordinaunce aforseid be wel & trewly kept. Add. MS. 25,011.

Also wele kepe hem alle the bochieres, as weel with ynne the toun as foreyns, that non of hem shewe to sellyn flessh of morreyn,[2] stynkkyng,[3] ne corrupt, for zif ony doo, thanne be such flessh att the ferst tyme forfetyd; and att the secunde tyme be such flessh forfetyd, and the sellere awarded to the pyllorye. And att the iij. tyme, [zif yt be the same persone,] be the flessh forfetyd, and the sellere forswere the craft a zer and a day in the same toun. But zif ony wil sellyn such wikked flessh[4] in the forseid toun, thanne stonde vndyr the pyllorye of the toun with a tabele aforn hym, and there boldely selle suche maner of flessh for such as it is to all hem that wollyn beyen

lvij. [lviii.] Of bocherys that sellyne roten flesshe.

[1] *the skynnys*] properly the hides and the pelts.

[2] *morreyn*] murrain.

[3] *stynkkyng*] Reynouard renders 'sursemé,' taché de pourriture.

[4] *wikked flessh*] bad meat.

Add. MS. 25,012. qe de ceo achater voudrunt saunz estre chalangee des baillifs de la dite vile e saunz punicement aver.

Capº. lixº. De keus qe gardent vyaundes outre temps, &c.

Item bien se avysent les keus dil avauntdite vyle, qe nul de eux ne reteygne ne garde les vyaundes qil atirent pur vendre au people outre temps covenable. Ne qe nul de eux ne vende as priveez, ne as estraunges, vyaunde corrumpue ne descovenable pur cors de homme; e si nul le face e de ceo seyt atteynt, seyt il a la primere feze grevousement puny par soun chatel, e a la secunde feze seyt il agarde au pillori; e a la terce feze foriurge il le mester un an e un jour, issi qe luy ne nul de par ly le dit mester en la dite vile fra[1] ne usera sour peyne de perdre tut le chatel, qe peot estre trove de seon propre, marchaundaunt e hauntaunt[2] tel mester en sa meyn demeyne ou ~~en autri~~ meyn a seon (f. 32. b.) proffyt. E si nul, qe 'tel' mester use en la dite vyle, ne ad dunt il peot estre puny for qe par le cors, seyt il chastie par le pillori quant il serra de tel trespas atteynt; e quant il avera deux feze este chastie par le pillori, foriurge il apres le mester un aan e vn jour saunz grace aver. E si autre feze seyt atteynt, foriurge il le mester attoutz jours en meyme la vyle.

Capº. lxº. De hostete de marchauntz estraunges, &c.

Item ordene est par comun counseyl de la dite vyle de Gippewiz qe nul en meyme la vyle, sil ne seyt burgeys de la vile denzeyn e per e comuner,[3] seyt hoste de marchaunts estraunges qe venent a la dite vile par ewe ovesqes lour marchaundises illeoqes pur vendre, e qe teux hostes seyent cunseilliauntz a lour marchaunts coment e a qi il deyvent lour marchaundises vendre. De quele marchaundises chescun hoste deyt aver sa quarte partye, saunz plus, solom le feor qe la marchaun-

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[1] *fra*] will not do or make.

[2] *hauntant*] frequenting or practising. The word occurs in the Liber Custumarum of the city of London, pp. 228, 281.

[3] *per e comuner*] a burgess resident within the town paying scot and lot. See chapter li.

ther of, with oute chalange of the ballives, and with oute punysshement havyng. Add. MS. 25,011.

lviij. [lix.] Of hem that kepyn vytaylles out of tyme.

Also wel avise hem the cokys of the forseid toun that non of hem kepe vitayles that they dighten to sellyn to the pepele out of covenabele tyme, ne that non of hem selle to privy ne to straunge vitayles corrupt and discovenable to mannys body; for zif he doo and ther off may be atteynt, thanne be he the ferst tyme grevously punysshed by his catell,[1] and att the secounde tyme awarded to the pillorye. At the iij. tyme forswere he the craft a zer and a day, so that he ne non of his use that craft in the toun, upon the peyne to lesyn all the catell that may be founden f. 19. b.
of his owen, sellyng and havyng[2] that craft in his owne hous or in ony other hand to his profit. And zif ony [that use swich craft in the seid toun] hath not wheroff he may be punysshed but by the body, be he chastised be the pillorye whanne he be atteynt of that trespas. And whanne he hath so too tymes ben chastised by the pillorye, forswere he after the craft a zer and a day with outyn grace. And zif he be an other tyme atteynt, forswere he the craft for evermore.

lix. [lx.] Of hostes of straunge marchaundes.

Also it is ordeyned by comoun counceil of the forseid toun of Gippeswich that non of the forseid toun, but zif he be a burgeys of the same toun with innen pere and commouner, be hostes of straunge merchauntz that comyn to the forseid toun be watir with her merchaundise there for to sellyn; and all the hostes be counselyng to her merchauntz whanne and to whom they owen to sellyn her merchaundise, of which merchaundise eche host may han his fortie[3] part, with

[1] *his catell*] his chattels.
[2] *havyng*] haunting, practising.
[3] *his fortie*] his ferthe, i.e., fourth, should be here read.

Add. MS. 25,012.

dise est vendue, e les treys partyes seyent vendues as autres bones gentz de la vile. E si les hostes meymes vendunt par my lour meyns demeyne les biens de lour marchaunts, adunkes seyent eux tenuz a respoundre a lour marchauntz de tant com la marchaundise estoyt vendue. Et tut seyt qe les ditz marchauntz vendent lour biens privement, saunz cunseyl de lour hostes, ja le meyns eyent lour hostes la quarte partye de meyme la marchaundise auxi avaunt, com eux meymes ussent esteez cunseylliours e vendours. Mes des marchauntz vyneters qe vendunt lour vyns horde celer,[1] de quele terre qil seyent, ne des marchauntz weders,[2] qe sunt demorauntz en vile e qe vendunt lour wede a taverne horde gerner,[3] rienz ne pussent lour hostes chalenger ne clamer en la quarte partye de lour marchaundise, com avaunt est dyt, par resoun de lour hostete.

f. 33.

Capº.lxjº. De burgeys de la vyle qe empledunt autres burgeys de la vyle countre la fraunchise, &c.

Item cum la dyte vyle de Gipewyz par chartres des reys seyt enfraunchye, qe nul burgeys de meyme la vyle plede ne seyt enplede nule part hors de la dyte vyle de nul manere des pletz, assises, quereles, ne des terres ne des tenures qe de deynz le burghe de Gipewyz ou en le suburbe de meyme la vyle seyent, ne des trespas ne des contractz fetz en meyme la vyle ne de deynz la fraunchise de la vyle. E pur ceo qe chescun burgeys de la dyte vyle est tenuz e lye par soun serement a meyntenir les dites chartres e les fraunchises de meyme la vyle en tutz luz e en tutz poyntz a tut soun poer, ordene est par comun cunseyl e un assent de la dite vyle e graunte qe nul burgeys de la dite vyle, prive ne estraunge,[4]

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[1] *horde celer*] out of the cellar.

[2] *weders*] dealers in wede (woad), a plant used for dyeing black. Hence a widow's mourning robes are styled weeds.

[3] *horde gerner*] out of the store.

[4] *prive ne estraunge*] Strangers, as distinguished from persons dwelling in the town, appear at an early time to have been allowed to purchase the freedom of the town for trading purposes.

outyn more, after the market that the merchaundise is selled, and the tothyr iij. partys to other goode men of the toun. And zif the same hostes sellyn be her owen hand the good of her merchauntz, thanne be they holdyn to answeryn to the same merchauntz of as much as her merchaundise is seld to. And zif[1] the forseid merchauntz sellyn her owne goodys privylich with oute counseil of her hostes, nevertheles have the same hostes the ferst[2] partie of the same merchaundise, as wel as though the same hostes hadden ben counceloures and sellers. But of merchauntz vynteres that sellyn her vynes out of celeres, of what lond that they ben, ne of merchauntz woderes that sellyn her woode out of taverne or out of gerner, her hostes moun no thyng takyn, chalangyn, ne cleymyn in the ferthe partie of her merchaundise, as it is afornseid, by resoun of her host. Add. MS. 25,011.

Also the forseid toun of Gippeswich be the kynges chartre[3] is enfraunchised, that no burgeys of the same toun plete ne be enpleted no part out of the toun of non maner of plees, assises, quereles, ne of londes ne of tenoures that ben with ynne the subbarbys of the burgh of the same toun, ne of trespas, ne of contractes doon in the same toun, ne with ynne the fraunchise of the toun. And for that eche burgeys of the forseid toun is holdyn and boundyn by his oth to mayntenyn the chartrys and the fraunchises of the same toun in alle places, in all poyntes, with all his power, it is ordeyned by comoun counceil and oon assent of the for-

lix. [lxi.] Of burges of the toune that empleten other burgeysys ayens the fraunchise of the same toune.

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[1] *zif*] "although" would be closer to the French.

[2] *ferst*] "ferthe" should be here read, namely, "fourth."

[3] *chartre*] The French text should be rendered "by royal charters." Two such charters antecedent to this time are on record, granted by king John and Henry III. respectively. In the year immediately following the re-compiling of this Domesday, Edward I. granted to the burgesses a new charter (20 Edw. I.).

Add. MS. 25,012.

Cap°. lxij°. De ceux qe countrepledunt la allouaunce de la fraunchise, &c.

En meyme la manere seyt chescun burgeys de la dyte vyle foriugge de sa fraunchise, sil countreplede ou face countrepleder la louaunce [1] de la dyte fraunchise nule part countre les poyntz de lour dites chartres e countre soun serement; e mes ne seyt recunseyllie a sa fraunchise, si noun en la fourme avaunt dyte. Mes si nul burgeys de la dyte vyle, prive ou estraunge, pusse [2] apertement e renablement prover qe la court de la dite vyle de Gip[pewyz] luy ad failli de dreyt avaunt cel houre en tele sute cum avaunt est dyte, ou qe soun adversarie ne poeyt en la dyte vyle estre justisee a sa pleynte, ne pur soun recovrir duement aver, en tel cas, tut le emplede il aylliours qe en la dyte vyle, ne seyt il pas en forfeture de fraunchise par enchesoun de tel empleder.

f. 34.

Cap°. lxiij°. Qe nul foreyn marchaunt seyt receu burgeys, &c.

Item ordene est par tote la commualte avauntdyt qe nul foreyn marchaunt seyt resceu burgeys en la avauntdyte vyle sil ne seyt enherite de tenement en meyme la vyle, ou il peot estre justisable e destreygnable a la commue [3] quant mester serra. A si nul apres co qil serra resceu burgeys, ses tenemens en la vyle alyene, e ses chateux hors de la vyle aloygne, e ne voylle estre lotaunt, escotaunt,[4] ne aydaunt a la vyle aussi cum burgeys deyt estre, seyt sa fraunchise par les baylifs e par les corouners e les bonnes gentz [5] de la vyle repelee. E si il ou nul de par seyt trove marchauntdaunt en la vyle apres co qil avera issi retreet a fere ayde a la vyle, cum avaunt dit, seyt sa custume prise aussi cum de un foreyn. Mes ne seyt mye entendu par ceste constitucioun hom ne pusse receyvre burgeys, chivalers, e gent

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[1] *la louance*] i.e., l'allouance Kelham renders alluer, to allow.

[2] *pusse*] can.

[3] *commue*] commune.

[4] *lotaunt, escotaunt*] this should be written "lotaunt e scotaunt," pay... lot and scot in accordance with the charter of king John.

[5] *les bonnes gentz*] See above chapter lxi.

Also in the same maner be every burgeys of the forseid toun for iuged of his fraunchise, zif he countrepleete or doo countrepletyn the allouaunce of the forseid fraunchise in ony part a zeyns the poyntes of her chartre and a zeyn her ooth; and be he not reconsyled to that fraunchise, but in the same fourme afornseid. But if ony burgeys of the forseid toun, privy or straunge, mown apertly and resonabely preven att[1] the court of the forseid toun of Gippeswich hath fayled hym in right aforn that tyme in such [suyt] as is afornseid, or that his adversarie may not in the same toun ben iustified to his pleynt for to have duly his recurer, in such cas zowgh[2] he pleete owher ellys thanne in the forseid toun, be he not forfetyd of his fraunchise by cause of such enpletyng. **Add. MS. 25,011. lx. [lxii.] Of hem that countrepletyn the allouaunce of the fraunchise.**

Also it is ordeyned by all the commounaltee afornseid that no foreyn merchaunt be resceyved burgeys in the forseyd toun, but zif he be[3] enherited [of a tenement] in the same toun wher he may be iusticiable [and destreynable] to the comoun, whanne mister be. And zif ony, that be resceyved burgeys, his tenementz in the toun aliene, and his chateux out of the toun alloyne, and wil nott been lottyng and scottyng, ne helpyng to the toun as a burgeys oweth to been, thanne be his fraunchise by the ballyves and be the corounneres and be the goode men of the toun repelyd. And zif ony[4] by hym be founden merchauntynge in the toun after that he be so withdrawyn to doon helpe to the toun, as it is afornseid, be his custum takyn as of a foreyn; but ne be it undyrstondyn by this constitucioun that man may not resceyvyn burgeysys, knyghtes, and gentiles of the cuntre that moun heldyn **lxi. [lxiii.] That non foreyne marchaund be resceyved burges.** **f. 20. b.**

[1] *att*] "that" is required by the French text.

[2] *zowgh*] that is, "though."

[3] *but zif he be*] unless he be.

[4] *zif ony*] The French text requires "zif he or zif ony by hym."

Add. MS. 25,012.

hommes[1] du payis, qe pount valer e lu tenir a la vyle; mes a teux gentz ne seyt pas la fraunchise de la vyle graunte for ke soulement a terme de lour vyes.

Cap°. lxiiij°. Des gages vendre apres jour de payement passe, &c.

Item si nul de la avauntdite vyle enprompte deners ou darrees de autre de la vyle sour gage qe seyt chatel meoble de aquyter a certeyn jour, e le dectour seoffre le jour passer e ne aquyte mye ses gages a meyme le jour assis; e si cely, a qi tels gages seyent en gagez face venir meyme les gages devaunt les avauntditz baylifs en pleyne court, e lour face a saver coment meyme les gages ly furunt en gagez de aver este aquytez a certeyn jour qe passe est, e sour co prie aveyement de la court co qil en deyt fere de meyme les gages, adunkes facent meyme les baylifs garnir cely dectour qe ceux gages en gaga devenir a un autre jour certeyn de aquiter ses gages, a quel jour, sil veygne e voylle ses gages aquiter, eyt il la delyvraunce saunz taxacioun des damages, e sil ne veygne apres co qil serra issi garny, ou tut veygne il e ne pusse dedire qe le jour ne seyt passe qil dust ses gages aver a quyte, e ne les voylle a quyter, demeorgent les gages a cely a qi il esteyent issi engagez a fere ent sa volunte. E seyt cest ordre tenu e usee aussi bien de oor, vessel ou juel de argent, armuree, arreem, engage apres le jour passe, cum avaunt est dit, cum de nul autre manere de chatel.

f. 34. b.

Cap°. lxv°. De ceux qe descourent le prive cunseyl de

Item usee est e graunte par tute la comunaute avauntdite qe si nul burgeys de la vile desceovre le cunseyl de la vile, ou de gre maliciousement countre-

[1] *chivalers e gentyls hommes*] It was the practice at a very early period for the common council of Ipswich to place the names of noble persons and knights upon the roll of burgesses, on their covenanting to give annually a certain sum of money either to the town or to the ferm of the king, and they were to be in no wise at lot and scot in the common tallages of the town.

her[1] to the toun grauntyd; but to such men be not the fraunchise of the toun graunted but only to terme of her lyves. Add. MS. 25,011.

lxij. [lxiiij.] For to taken wed after the day of payment passed.

Also zif ony of the forseyd toun borowe goold or silver[2] of other in the same toun upon wed that be catel menabele[3] to aquytyn it at a certayn day, and the dettour suffere the day passyd and aquyte not his dettz att the same day sett; and zif he to whom the weddys weren sett to wedde do comyn inne the same weddys in pleynt court aforn the [afornseid] ballives, and do hem to wittyn whanne the same weddys weryn set hym to wedde to have ben qwyt out att a certayn day that is passyd, and up on this prey averrement of the court what he oweth to doon of the same weddys, thanne shal the ballives warantyn that dettour that tho weddys leyd to wedde to comyn at a nother certayn day to aquytyn his weddys, at which day, zif he wil come and wil acquytyn his weddys, thanne have he deliveraunce with oute taxacioun of damages. And zif he come not after that he be warned, or though he come and may not with seyn that the day is passyd that he shulde have quyt his weddys, ne wil not acquytyn hem, thanne duelle tho same weddys to hym to whom it weryn leyd to wedde to doon theroff his good wil. And be that ordre holdyn and usyd as wel of goold, vessel or juel of silver, armure, bras, in wed after the day so passyd as it is aforn seyd, as of ony other maner of catell.

lxiij. [lxv.] Of hem that discuren the

Also it is usyd and graunted by all the forseid communaltee that zif ony burgeys of the toun discure the councel or the gre of the toun, or maliciously enplete

[1] *heldyn her*] The English text is somewhat obscure. The French text may be rendered "who may "be of value to and hold place "in the town."

[2] *silver*] The French text has darrees, goods.

[3] *catel menabele*] chattels moveable.

Add. MS. 25,012.

la vyle et qe cuntrepledent par malice le honur et la fraunchise, &c.

plede les fraunchises e le estat de la vile, par quey la vile seyt endamagee ou les fraunchises de la vile de renz blemyes,[1] seyt cely burgeys somuns devenir a un jour certeyn devaunt les baillifs e les corouners e la comunalte' de la dite vile a respoundre du trespas avauntdit. E quant il vendra en court e serra de tel trespas atteynt en due manere, seyt il foriugge de sa fraunchise solom la fourme contenue en lautre prosses avaunt.

Cap°. lxvj°. De burgeys qe faucement avouent autri chatel, &c.

Item ordene est ensement,[2] qe si nul burgeys de meyme la vyle eyt nul chatel de homme foreyn entre ses propris chateux, e cely burgeys des chateux meyme cely foreyn marchaunde a perte e a gaygn du foreyn en avowaunt ceux chateux estre les seens propris, par quey la custume le rey par tele fauce avowerie[3] seyt perdue, seyt cely burgeys quant il serra de tele fauce avowerie atteynt devaunt les baillifs de la dite vyle
f. 35. foriugge de sa fraunchise, e de cel houre en avaunt seyt il tenu pur foreyn; e si il marchaunde en la vile, seyt la custume prise de ly auxi com de un foreyn, taunke il pusse aver grace de la commune de estre recuncillie, e ceo par novele fyn, si il voillie prier.

Cap°. lxvij°. De marchaundise remener ver ewe, &c.

Item usee est en la vauntdite vile qe les biens e les merchaundises qe venent a meyme la vyle par ewe a vendre, qe dil houre qil seyent deschargez e mys a sekke terre pur vendre, ou qe les marchauntz eyent de ceo renz venduz, auxi com lem dyt en Engleys broken bolke,[4] qe meyme les biens ne seyent pas re-

[1] *blemyes*] impaired. The substantive blemissement, in the same sense, occurs above, in chap. lxi.

[2] *ensement*] likewise, Britton, l. iv. ch. x. § 4.

[3] *avoweie*] avowal.

[4] *broken bolke*] The corresponding phrase in French is debrisé le "bulke." Black Book of the Admiralty, p. 72. The derivation of the word "bulke" is somewhat obscure.

the fraunchise[1] and the state of the toun, wherby the toun be endamaged and the fraunchise enblemysshed, be that burgeys somoned to comyn att a certayn day by forn the ballives and the coroneres and the communalte of the forseid toun to answeryn, as it is afornseid; and whanne he comyth in to court, and be of that trespas atteynt in due maner, thanne be he for iuged of his fraunchise after the foorme conteyned in that other processe. Add. MS. 25,011. privy consel of the toune and that contrepletyn be malice the honour and the fraunchise.

lxiiij. [lxvi.] Of burgesys that falsly avowyne other catell.

Also it is ordeyned that zif ony burgeys of the same toun have ony catel of ony foreyn among his owen chateux, and that burgeys of tho same chateux of that foreyn merchaunt to the part[2] and to the profit of that foreyn avowe that tho chateux be his owen, wherby the kynges custum by such fals avourie be lost, be that burgeys whanne he be atteynt of that falsnesse a forn the ballives foriuged of his fraunchise, and from that tyme forward he be heldyn as a foreyn. And zif he merchaunte in the toun, thanne be custum takyn of hym as of a foreyn til that he may have grace of the comoun to ben reconsyled, and that by a newe fyn zif he wil preve it. f. 21.

lxv. [lxvii.] For to ledyn merchaundyses toward the watyr.

Also it is used in the foreseid toun of Gippeswich that the good[ys] and the merchaundise that comyn to the same toun by watyr for to sellyn, that from the tyme that they ben unladyn and leyd on the drey lond [for sellyn], or thanne the merchauntz have ony thyng sellyd of hem, as men seith and Englysshith brekyn bow,[3] that tho same goodys be not remuyed

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[1] *the fraunchise*] The translation of the French text would properly be "discure the councel of "the toun or of gre maliciously "emplete the fraunchises."

[2] There are probably some words left out in the French text after à perte, such as the words de la vyle, to the loss of the town, or, de la ferme del rey, to the loss of the king's ferm.

[3] *brekyn bow*] The modern phrase "broken bulk," which is undoubtedly of English origin, would be nearer the French text.

Add. MS. 25,012. menez ver mer saunz cunge des baillifs e des bones gentz de la dite vile. E ne seyent pas les marchauntz par les baillifs ne par autres de meyme la vile constreyntz a vendre lour biens en la vile countre lour gre ; mes sil veolent lour biens mener e carier aylliours en payis a vendre e a fere ent lour proffyt, ceo ne lour seyt pas vyez, payaunt de ceo la dreyte custume de la vyle auxi com affiert. E si les marchauntz ne veolent lour biens ver mount en payis maunder[1] com avaunt est dit, e il eyent demorrez en la dite vile de Gipp[ewyz] par viij. jours, e ne pussent lour marchaundises en meyme la vyle de denz meyme le temps vendre covenablement, en tel cas si les marchauntz priunt cunge des baillifs e des bones gentz de la vile de carier e mener lour ditz biens par ewe par la, ou il entendunt meuz fere lour proffit, ne lour seyt pas le cunge vyee, mes qil payent derichefe a la vile la dreyte custume pur le issir, auxi com il firent pur lentrer.[2]

f. 35. b. Cap°. lxviij°. De temps de vente de marchaundises au cay.

Item nul marchaundise qe vyent par ewe a la dite vyle a vendre ne seyt vendue ne achatee entre soleyl rescuns[3] e soleyl levaunt, horpris haranges freys en tens de harangesoun, cest asaver entre la feste Seynt Michel e la feste Seynt Clement, e ceo seyt taunt soulement par meyns des burgeys de la dite vyle, e ne mye par meyn de estraunge. E si nul le face e de ceo seyt atteynt, seyt il foriugge de tute la marchaundise, e ja le meyns seyt il a la primere feze amercye a xl. deniers, e a la secunde feze a demi marc; e a taunt defeze com il serra de teu chose atteynt, a taunt defeze seyt

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[1] *maunder*] to send, Kelham.

[2] *pur l'entrer*] This regulation is at variance with a law made by king John with the admirals of the north and west, that no merchant should pay custom duty on goods landed for sale, unless they were sold. Black Book of the Admiralty, p. 72.

[3] *soleyl rescuns*] sunset, Kelham: recoursant.

[towards the sea] with oute leve of the ballives and of goode men [1] of the toun. And ne be the merchauntz by the ballives ne by other of the same toun constreyned to selle her goodys [in the toun azenst her wille; but zif they wil ledyn or caryen her goodys] owher ellys in to the cuntre to sellyn and to doon her profit, for that ne be the custum payeng denyed to the same toun [as is]. And zif the merchauntz [wil not send her goodys upwards [2] into tho cuntre as afornseid, and be] duellyn in the toun viij. dayes, and moun not sellyn her merchaundyse in the same toun with ynne that same tyme, in such cas, zif they wil preye for to have leve of the ballyves and of goode men of the toun to caryen and to ledyn her forseid goodes by watyr thedyr that they hopyn best to doon her profyt, be not leve hem denyed, but that they payen azeyn to the toun the right custum for the out goyng as they dedyn for the enteryng. Add. MS. 25,011.

lxvj. [lxviij.] Of tyme of sellyng of merchaundise at the key.

Also no merchaundise that comyth by watyr to the forseid toun to sellyn, be it not bought ne sellyd from the sunne goyng doun til the sunne risyng, out taken fressh heryng in heryng tyme, that is to wittyn, at the feste [3] of Seynt Michel and the feste of Seynt Clement, and that be only be burgeyses handes [of the seid toun, and not by the handys of straungers], and zif ony doo, and theroff be atteynt, be he foriuged of that merchaundise, and nevertheles at the ferst tyme amercyed xl. penyes, the secunde tyme *di.*[4] mark; and as oftyn tyme as he be of that thyng atteynt, so oftyn be his

[1] *goode men*] Bones-gentz in the French text is here translated "goode men," the synonym of "probi homines."

[2] *upwards*] ver mount, hillwards, is the opposite phrase to ver mer, seawards. The English translator has omitted the passage.

[3] *at the feste*] "between the "feste" is the proper reading.

[4] *di*] This is evidently an abbreviation of "demi," i.e., half a mark, six and eightpence, the double of "forty penyes."

Add. MS. 25,012.

sa peyne evoytee. E quant tel trespassour deyt estre foriugge de sa marchaundise par la cause avauntdite, seyt cele marchaundise bayllie a deux prodes hommes de la vyle a vendre a comun proffyt de la vyle.

Capº. lxixº. De vente de peyscoun de escale, &c.

Item des oystres e moles, qe venent en batz au cay de la dite vyle de Gipp[ewyz] a vendre, ordene est, auxi bien pur comun proffit des povres com des ryches, qe tele manere de peyscoun de escale seyt vendu par my le meyns de ceux meymes qe le meynent a vendre, saunz ceo qe nul de la dite vile de Gipp[ewyz] se medle en tour cele marchaundise countre lordenaunce avauntdite, sour peyne de perdre meyme la marchaundise e de estre amercye a xl. *d.*

f. 36. Capº. lxxº. De age de la vyle, &c.

Item use est en la vauntdite vile qe tutz ceux qe eyent terre ou tenement en meyme la vile, le quel qil seyt madle ou femele, e sache auner e cunter,[1] e eyt acumpli lage de quatorze aunz, qil pusse sa terre ou soun fraunke tenement doner, vendre, e lesser, e soun dreyt quiteclamer pur tutz jours auxi avaunt com il ust acumpli lage de xxj. an. E si nul de mendre[2] age sa terre ou soun fraunke tenement en la dite vile de Gipp[ewyz] donne, ou en autre manere alyene, ou soun dreyt quitecleyme, ceo ne ly seyt pas barre ne preiudice qil ne pusse soun dreyt demaunder e recoverir solom usage de la dite vile quel houre qil voudra, apres ceo qil aura acumpli le age avauntdit de la vile, cest asaver xiiij. ans com avaunt est dit, saunz aver regard a nule especiaute qil aura feet de denz lage de la vile avauntdite.

[1] *auner et cunter*] measure and count. This custom of Ipswich was admitted in a suit, of which the inrolment is printed in the Year Book, 32 & 33 Edw. I., Appendix, p. 511, Rolls Edition.

[2] *mendre*] i.e., moindre.

peyne doubeled.[1] And whanne such a trespasour owith to ben foriuged of his merchaundise for the same cause, thanne be that merchaundise takyn to ij. goode men of the toun, to sellyn for the comoun profit of the toun. Add. MS. 25,011.

Also of oystrys and muskelys that comyn [in boats] to the key of the forseyd toun of Gippeswich to sellyn, it is ordeyned, as wel for the comoun profit of poure men as of ryche, that such maner of fyssh with shelle be seld by the handys of tho same men that bryngyn hem to sellyn, so that non of the toun afornseid medele hym with such merchaundise a zeyns the ordynaunce afornseyd, upon peyne to lese the same merchaundise and to ben amercyed att xl. penyes. lxvij. [lxix.] Of sellyng of fysshe with the shelles.

Also it is usyd in the forseyd toun that alle they that hath lond or tenement in the same toun, whethir that it be male or female, and cunne sellyn and tellyn,[2] and have the fulle age of xiiij. zer, that he or shee may his lond or his free tenement zevyn, sellyn, and letyn, or his right quyt clemyn for alle dayes, as though he hadde the full age of xxj. yer. And zif ony of lesse age his lond or his free tenement in the forseid toun zeve, or in other maner aliene, or his right quyt-cleymyn, be he not barryd [nor prejudiced] for to axyn [and recover] a zeyn his right [according to the usage of the said town at such tyme as he would], whanne that he comyth[3] to ful xiiij. zer of age, with oute havyng ony reward[4] to ony specialtee that he hath maad with ynne age of the forseyd toun. lxviij. [lxx.] Of age of the toune. f. 21. b.

[1] *doubeled*] properly increased, or extended, Britton, l. i. Prolog.

[2] *cunne sellyn and tellyn*] know how to sell and tell, i.e. count.

[3] *comyth*] The French text requires a fuller translation, "whanne "that he shal have accomplished "the aforeseid age of the town, "that is to say fourteen zers, as "aforeseid."

[4] *reward*] regard.

Add. MS. 25,012. Cap°. lxxj°. De manace fere, &c.

Item si nul en la dite vyle manace autre de vie e de membre ou de mal fere de soun cors ou de arcoun[1] de ses mesons, e celuy a qi tele manace est fete pusse devaunt les bayllifs e les corouners de meyme la vyle les manaces prover par deux hommes jureez, seyt le manacour attache par bone meynprise de estre a un certeyn jour devaunt meyme les bayllifs e corouners de gager la pees al avaunt dit manace, e de co bone e suffisaunce seurte trover au meyns quatre bons plegges,[2] qe mal ne damage ne luy avendra countre la pees par luy ne par soun procurement. E sil ne pusse ou ne voylie meynprise trover de venir en court com avaunt est dit, ou quant il vendra en court apres les manaces proveez e ne pusse ou ne voyllie plegges de la pees trover, seyt soun cors comaunde a la prisoun ci la qil eyt bone seurte trove de la pees en la manere avaunt dite.

Cap°. lxxij. De arme saker en presence de bayllifes, &c. f. 36. b.

Item si nul en la vauntdite vyle par malice sake espe, cotel, ou autre arme, ou donne coup ou playe, ou assaut face a autre countre la pees en presence de nul des chefs bayllifs de la vyle, meyntenaunt sour le fet pur meyme le despit e pur le trespas seyt le cors de celuy trespassour comaunde a la prisoun 'xl. jours,' cila qil eyt bone meynprise trove de amender meyme le despit e le trespas, par agard des ditz bayllifs e corouners e des bones gentz de la vyle.

Cap°. lxxiij°. De prosses en play de esclaundre.

Item use est en la vauntdite vyle qe si nul en meyme la vile faucement ou maliciousement esclaundre autre en comun lu de marche ou apartement[3] devaunt le people de larcyn, robberie, traysoun, faucyne, ou de autre maveyste,[4] par quey qil seyt enpire ou damage

[1] *arcoun*] arson.

[2] *quatre bons plegges*] four good sureties.

[3] *apartement*] sc. apertement, openly or publicly.

[4] *maveyste*] mauveiste, in the sense of wickedness or crime, occurs in Britton, l. iv. ch. ix. § 1.

Also ȝif ony in the forseyd toun manasse other of lyff, or off membre, or of betyng of his body, or of brennyng of his housys, ȝif he to whom that manas was maad aforn the ballyves and the coronerys of the same toun may tho manaces by ij. men sworne prevyn, thanne be the same manasour attachyd by good meinprise to be att a certayn day aforn the ballyves and the coronerys to wagyn the pees of the forseid manace, and of that good and sufficiaunt suerte fyndyn at the leste by iij.[1] borwys, that harme ne damage shal comyn to that man aȝeyns the pees by hym ne by his procurement. And ȝif he may not, ne wil not fynde meinprise to come in to court as it is afornseid, or though he come in to court [after the manas proven] and may fyndyn non borwes[2] of the pees, thanne be his body comaunded to prisoun til that he hath foundyn good suerte of the pees in the maneraforneseid. Add. MS. 25,011. lxviij. [lxxi.] Of manas maad.

Also ȝif ony in the forseid toun by malice drawyn swerd or knyff or ony other wepene, or ȝeve wounde or buffet or make assaute to an other a ȝeyns the pees in presence of ony of the chieff ballyves of the toun, anon for the same dispitt[3] and for the trespas be the trespasour comaunded to prisoun xl. dayes, til he may fyndyn good meinprise to amendyn that [despitt and] trespas by award of the forseid ballives and coronerys and of goode men of the toun. lxix. [lxxii.] Of knyves drawyng or armys shakyng in the presence of the ballyves.

Also it is vsed in the forseyd toun that ȝif ony in the toun falsely and maliciously ensclaundre other in comoun market stede aforn the pepele of thefte, of robberye, tresoun, falshed, or of ony other wykydnesse, wherby that he be enpeyned or resceyve damage or lxx. [lxxiij.] Of proces in plee of ensclaundre.

[1] *three*] iiij. should be here read for iij.

[2] *may fyndyn non borwes*] The French text requires "and can not "or wil not fynd borwys," that is, sureties.

[3] *despitt*] i.e., contempt of law.

Add. MS. 25,012. receyve, ou de seon honur abecee ou rebote,[1] eyt celuy qe issi est esclaundre soun recovrir par gage e plegge devaunt les baillifs de meyme la vyle ver le esclaundrour. E de tel apert esclaundre ne seyt pas le esclaundreour receu a sey defendre par sa ley, mes seyt enquis par bone enqueste lequel il luy ad en tele manere esclaundree ou noun. E si le esclaundrour de tele chose seyt atteynt par enqueste ou en autre manere, par agard de la curt seyent les damages taxez par enqueste ou par meyme la court solom ceo qe le cas le demaunde ; e a la taxacioun des damages eyt hom regard a la persone celuy qe est esclaundre. E si ceus qe de teux trespas seyent atteyntz neyent dunt il pussent gre fere des damages, ou qil ne pussent de se plegges trover, seyt il pu[n]yz par en prisounement solom co qe le trespas le demaunde, par agard des baillifs e des bones gentz[2] de la dite vile.

Cap°. lxxiiij°. De comunes tenceresses.

Item femmes qe sunt communs tenceresses entre lour veysins, e qe ne velent lour mavoyses launges chastier de mesdire a les gentz, seyent eles chastiez par la juyse qe 'est' apele le theu,[3] ou qe eles facent grevouses redemcioun si eles eyent dunt.

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[1] *abecee ou rebote*] is lessened or lowered in his honour.

[2] *des bones gentz*] The prodes hommes, probi homines, of the town.

[3] *le theu*] The word juyse occurs above in chap. lv. in the sense of an instrument of punishment. The thewe, as used in the city of London for the punishment of women, was a species of pillory. Riley's Memorials of London, 319 and 367. In other places it appears to have been a cucking stool, in which scolds were ducked in dirty water. The cucking stool is mentioned in 3 Henry VIII. c. 6. See Way's Promptuarium Parvulorum, note on the word kukstole (for flyterys or schyderys), also note on the word cukstolle. An original cucking-stool is preserved at Ipswich, and another at Warwick. The practice of lowering the stool into water seems to have been a mitigation of the punishment, less offensive than the original application of dirty water. In Normandy and in Gascony, when those countries were under British rule, scolds were ducked without the ceremony of the stool, a rope being simply tied round their waists as is described in the constitutions of the city of Royan, ch. ix. below. The

dishonour, have he that so is ensclaunderyd his recurer by wed and borogh aforn the ballyves of the same toun a zeyns the ensclaunderour. And of swich opyn esclaundre be not the esclaunderour resceyved to defendyn hym by his lawe,[1] but be it inquyred by a good enquest zif he hath [in swich manner] sclaundered hym or not. And zif the esclaundrour of that thyng be atteynted by enquest or in other maner by award of the court, be tho damages taxed by enquest or by the same court after that the cas axeth; and that the taxyng[2] of the damagys have they rewarded to the persone of hym that is ensclaunderyd. And zif they that of that trespas ben atteynted have not wher of that they may maken gree of the damages ne fyndyn borwys, thanne be they punysshed by enprisonement after that the trespas axeth, by award of the ballyves and of goode men of the toun. Add. MS. 25,011. f. 22.

Also wommen that ben comoun chideres and stryverys in the forseid toun of Gippeswich, and wil not chastysyn her wykked tunges, but maliciously withseyn her neghbourys, be they chastysed by the myse, that is clepyd the thewe,[3] or ellys make they grevous raumsoun zif they have wher of. lxxj. [lxxiv.] Of comoune chyderys.

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[1] *by his lawe*] the libeller was not allowed to justify his libel in his defence.

[2] *and that the taxyng*] "and at "the taxyng of the damages have "they regard to the persone of hym "that is ensclaunderyd" would be closer to the French text.

[3] *myse, that is clepyd the thewe*] myse has been misread for Juyse by the scribe of the English version.

Add. MS. 25,012. f. 37. Cap°. lxxv°. De xij. jureez de la vyle, &c.

Item ordene est par comun assent de la dite ville de Gipp[ewyz], qe en meyme la vyle seyent a tutz jours xij. jurez des plus sages e des plus leaus de meyme la vyle a guyer e a meyntenir les leys e les dreytureux usages de la vyle, e a rendre pur la comunalte de meyme la vyle bien e leaument les juggementz de la vyle, e a fere e ordener ceo qe seyt a comun profyt de meyme la vile, e a comune dreyture fere auxi bien a les povres com a les riches. E pur ceo qe les ditz xij. jureez serunt plus ocupez par le estaat e par le honur de la vyle e plus sovent travailliez e chargez qe autres de la vyle, si ad la dite comunaute graunte, pur eux e pur lour heyrs e pur lour successours, qe les ditz xij. jureez[1] eyent enterement lour comun pre qe est appele Odenholm en eyde a sustenir lour chivals. E sil aveygne qe un des ditz xij. jureez meorge ou seyt inobedyent ou trop necligent countre soun serement, adunkes eyent les xj. jureez pleyn poer, en la fey qil deyvent a la dite vyle, de ellire a eux un bon homme[2] e covenable en lu de cely qe mort est, ou a remuer e assoudre dil office cely qe serra trove inbedient ou trop necligent com avaunt est dyt, e choysir

probable opinion would appear to be, from the ducking stool being in some places called the goging stool or gagging stool, that the scold in more recent times was tied down on a stool of ignominy in a conspicuous place, with a gag inserted in her mouth to prevent her venting her evil tongue against her neighbours.

[1] *jurees*] "sworn as they are in "other free boroughs of England" are the words of the bailiffs' roll, 2 John.

[2] *bon homme*] probus homo, i.e., of the most fit, discreet, and wealthy of the said town.

Also it is ordeyned be comoun assent of the forseid toun of Gippeswich, that in the same toun ben alwey xij. men sworn of the most wise of the toun and of the most trewe, for to gyen[1] and for to meytenyn the righte vsages of the toun, and for to zeldyn[2] for the communaltee of the same toun wel and trewly the jugementz of the toun, to doon and to ordeynyn that it be to the comoun profyt of the same toun and to the right of the commounys as wel to the poure as to the riche. And for tho xij. men[3] sworne ben more ocupied for the state and for the worship of the toun, and oftyn more travayled and charged thanne other of the toun, the forseid communalte of the toun han graunted for hem and for her heyres and for her successoures, that the forseid xij. men sworne shuln have in comoun a mong hem twelve a medewe that is clepyd Hodynholm,[4] in helpe to kepyn with her horsys. And zif it falle that ony of the forseyd xij. men deye or be vnbuxom or mochel neclygent a zeyns his oth, thanne have the xij. men sworn pleyn power, in the feith that they owen to the toun, to chesyn to hem oon that be good and abele in his stede that is ded, or to remuyn hym of his offys that is founden vnbuxom or necligent, and to chesyn an other in his stede that be

Add. MS. 25,011. lxxij. [lxxv.]

Of xii. men sworne of the toune.

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[1] *gyen*] Guyer, to govern, Kelham.

[2] *zeldyn*] sc. render.

[3] *twelve men*] These twelve sworne men are termed "capital "portmen" in the transcript of the roll made at Ipswich in the second year of king John, when proceedings were first taken to carry out the charter granted by that king on 25th May 1199. The common council of the town on this occasion ordained that hereafter there should be in the said borough twelve capital portmen sworn, in manner as they are in other free boroughs of England. It was on the same day granted by all the commonalty, at the request of the aforesaid twelve capital portmen, that for the labour which they should bestow in behalf of the said commonalty, they should have the Odenholm meadow for the support of their horses.

[4] This meadow was afterwards called Portmens' Walks, and was enjoyed by the portmen until they were abolished by the Municipal Reform Act, 5 & 6 William IV. cap. 76.

Add. MS. 25,012.

un autre en soun lu, qe leal homme seyt e covenable en cel office pur la dite comunaute.

Cap°. lxxvj°. De subballifs qe se feygnent en lour office.

Item ordene est, qe si les execuciouns des courtz de la dite vyle preygnent delay par defaute des subballifs portaunts verges[1] en meyme la vyle, respoygne cely subbaylyfe en qi la defaute serra trove a cely qe le delay aura eu par sa defaute de ses damages, sil se voudra pleyndre; e ja tardeys[2] perde cely subballife sa verge xl. jours a la primere feze qil serra trove en tele defaute. E a la secunde feze perde il la verge un quarter dil aan, e respoygne il au pleyntyfe de ses damages, solom ceo qil serrunt taxez par enqueste ou par descrecioun de court. E si la tierce feze seyt atteynt, perde il la verge e seyt suspendu de soun office tut a net.[3]

f. 37. b. Cap°. lxxvij°. Des subballifs qe portent males paroles entre gentz.

Ensement est ordene des ditz subballifs, qe si nul de eux seyt portour des paroles ou des mensounges entre bones gentz de la vyle, par quey qe descord e male voilliaunce sourde en la commune, e de ceo seyt par bone prove atteynt, seyt il suspendu de soun office e oustee tut a nete. En meyme la manere seyt il en oustee, sil descovre les privetez de la coroune ou les autres privetez de ses sovereynz.

Cap°. lxxviij°. De comun clerke de la vyle.

Ensement est ordene, qe si le comun clerke de la vyle face nul fauz enroulement en deceyte de la court ou de la partye, qe soun cors seyt comaunde a la prisoun, e qil seyt a la primere feze suspendu de soun office demy aan. E si autre feze seyt atteynt,

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[1] *verges*] The English version has the word masys, i.e., maces, but rods or staves would rather seem to be the equivalent of verges.

[2] *ja tardeys*] nevertheless. Ja tardais occurs in this sense in the Liber Custumarum of the City of London, p. 225, touching La Feste du Pui.

[3] *tut a net*] entirely. Tout de nette, entirely; tout net, altogether, Kelham.

good and convenable in that offys for the forseid communyaltee. Add. MS. 25,011.

Also it is ordeyned, that zif the execucionns of the toun takyn delay by the defaute of the subbailles beryng masys in the same toun, answere that subbayle in whom the defaute is foundyn to hym to whom he hath maad delaye by his defaute of his damages, zif he wil pleynyn hym; and never the latter lese he his mase xl. dayes the ferst tyme that he be founden in such defaute. At the secunde tyme lese he his mase a quarter of a zer, and answere he to the pleyntyff of his damages after that it be taxed by enquest or by discrecioun of the court. And at the iij. tyme zif he be atteynt, lese he his zarde or his mase, and be suspended of his offys for evermore.

lxxiij. [lxxvi.] Of subballyves that feynen hem in her office.

f. 22. b.

Also it is ordeyned of the forseyd subballyves, that zif ony of hem be a berere of woord or of lesyng be twixen [goode] folk[1] of the toun, wher thourgh discord and wikked wille ryseth in the comoun, and he be of this atteynted by good preeff, be he suspendyd and put doun of his offys all zerys. In the same maner be he put down, zif he discure the privetees of the coroun or the privetees of his soveraynes.[2]

lxxiiij. [lxxvij.] Of subballyves that well woord be twixe the pepele.

Also it is ordeyned, that zif the comoun clerk of the toun make ony fals enrollyng in disceyt of the court or of the partye, thanne that his body be comaunded to prisoun, and that he be the ferste tyme suspended of his offys for half a zere. And zif he be the secunde

lxxv. [lxxviij.] Of the comoune clerk of the toune.

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[1] *folk*] bones gentz is here probably used as a general term for honest men.

[2] *soveraynes*] his superior officers.

Add. MS. 25,012. seyt il enoustee[1] del office tut anete. E sil desceovre les privetez de la coroune ou les privetez de ses sovereynz, seyt il enouste de soun office com avaunt est dit.

Cap°. lxxix°. De ley fere en play de dette entre burgeys, &c.

Item use est en la vauntdite vyle, qe si play de dette qe amounte outre xvj. deniers obole seyt mu devaunt les baillifs de meyme la vyle entre burgeys de la vyle, e le un burgeys defendaunt dedye la dette e se defende par sa ley countre lautre burgeys, cely qe la ley deyt fere deyt mener ovesqe luy en court, le jour qil deyt sa ley fere, x. hommes,[2] les queux serrunt sevrez en deux partyes, cest a saver v. dune part e v. dautre, entre les queux un cotel a poynt deyt estre jetee, e ceux v. ver les queux la maunche du cotel chiet serrunt enoustez saunz serement fere ; e les autres v., ver les queux la poynte chet, demorunt ovesqe cely qe la ley deyt fere, mes de ceux v. serra ly un remue, e les quatre de eux frunt le serement ovesqe cely qe la dite ley deyt fere. E si la dette ne amounte qe xvj. *d. ob.* ou meyns, il ne deyt la ley fere forkes sey tierz.[3] E fet asaver qe cest usage ne se tyent poynt forkes taunt soulement entre burgeys de la vyle denzeynz, qe lem apele piers e comuners,[4] e non pas entre burgeys foreynz. E tut seyt issi qe un bur- f. 38. geys denzeyn seyt emplede de un burgeys foreyn, ou qe le burgeys foreyn enplede un burgeys denzeyn en play de dette, de qele summe qe la dette seyt, e le un ou lautre seyt a sa ley, e le play seyt de tele nature

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[1] *enoustee*] This word occurs in chapter xxxvii. in the sense of removing or putting away.

[2] *dix hommes*] This singular method of choosing four compurgators by lot out of a body of ten persons produced on the part of the defendant who waged his law, was probably the relic of a very early practice. Nothing analogous in other borough-towns is on record, as far as the Editor is aware, twelve being the common number of compurgators.

[3] *forkes sey tierz*] with only two compurgators, himself being also sworn.

[4] *piers e comuners*] It would seem from this passage that the terms "peer and comuner" were applied to all burgesses resident within the town of Ipswich. See chapter li. above.

tyme atteynted, be he put out of his offys all zeres. And zif he discure the privetees of the corounne or the privetees of his soveraynes, thanne be he put out of his offys in the maner afornseyd. Add. MS. 25,011.

lxxvj. [lxxix.] Of lawe to done in plee of dette among burgeyses.

Also it is vsyd in the forseid toun, that zif plee of dette that amounteth over xvj. *d. ob.*[1] be moved a forn the ballyves of the same toun be twixen burgeysys of the toun, and that on burgeysys defend[2] with sey the dette and defendeth hym by his lawe a zeyns that other burgeys, he that oweth to doon the lawe oweth to ledyn with hym in to court, that day that he shal doon his lawe, x. men, whiche shullyn ben departed in ij. partys, that is to wetyn, v. on that on part and v. on that other part, be twixe which partyes a poynted knyff owyth to ben cast, and tho v. toward whom the hafte of the knyff lyth shuldyn ben putt of with oute ony ooth doyng; and that other v. toward whom the poynt lyth shull duellyn with hym that oweth to doon that lawe, but of the v. that oon shal be remuyd, in[3] the iiij. of hem shull makyn the ooth with hym that oweth to doon the fornseyd lawe. But zif the dette amounte not xvj. *d. ob.* or lesse, he owghte not to doon his lawe but hym self the thrydde. And it is to wetyn that such usages holdyn not but by twixe burgeys of the toun with inne, that men clepyth peeres and commouneres, and not betwixe burgeys foreyns. And though it be so that a burgeys with ynne the toun be enpleted by a burgeys foreyn in plee of dette, of what summe that the dette be, thanne be that on or that other at his lawe. And zif the pleo be of such f. 23.

[1] *ob.*] i.e. obolum, a half-penny.

[2] *defend*] "defendaunt" should be here read.

[3] *in*] "and" should be read for "in."

Add. MS. 25,012. qe la ley se peot joyndre, seyt celuy qe la ley aura gage receu en court a fere sa ley sey tierz.[1] En meyme la manere ver chescun autre estraunge. E fet asaver qe cest ordre quant amener x. hommes en ley gagee solom la fourme avauntdite ne deyt pas estre usee en nul play, forkes en play qe est proprement de dette detenue.

Capº. lxxxº. De pestours qe trespassent countre lassise.

Item ordene 'est' qe nul pestour en la dyte vyle ne face gastel, symenel, ne primer coket si noun par bulletel de Reyns; ne secund cokete sinoun par bulletel de beuquer; ne peyn enter de furment, si noun de bon furme[n]t e de nete.[2] E qe nul pestour medle bren ovesqes peyn de tutz manere de ble. E si nul pestour veollie fere peyn fyngete,[3] le face dil assise e le vende pur tel com il est. E qi autre bulletel use pur gastel, symenel, primer cokete, ou pur scecund cokete qe ne est avaunt nome, a la primere feze seyt le bultel ars[4] pres dil pillorie; a la scecunde feze seyt le bultel ars e le pestour amercye; a la tierce feze seyt f. 38. b. le bultel ars e le pestour aiuggee au pillory; e a la quarte feze seyt le bultel ars e le pestour foriurge le mester en la dyte vyle de Gipp[ewyz] un an e un jour. E si nul pestour seyt atteynt qil medle bren ovesqes peyn de tutz manere de ble, seyt il puny par

[1] *sey tierz*] that is with two others.
[2] *nete*] clean.
[3] *fyngete*] fynget, Add. MS. 25,341.
[4] *ars*] burnt. Arcoun is used above in chap. lxxi. for arson.

kynde that the lawe may ioyndre, thanne be he that his lawe hath wagyd resceyved in court to doon his lawe hym self the thrydde, and in the same maner a zenst every other straunger. And it is to wittyn that this ordre to bryngen x. men in lawe waged in the fourme afornseid owyth not to ben usyd in ony plee, but oonly in the plee that is propyrly of dette with holdyn. Add. MS. 25,011.

lxxvij. [lxxx.] Of baxterys that trespasyne a yens the syse.

Also it is ordeyned that no baxter of the forseid toun make non wastell, symnell, ne the ferst coket,[1] but zif[2] it be a bultell of Reynes, ne the secounde cokett, but it be[3] a bultell of beuker, ne breed hool of whete, but of good whete and heyl;[4] and that no baxter medle bren with brede of all maner corn. And zif ony baxter wil makyn white breed, thanne make he after[5] the assise, after that the sellyng of corn is; and that he use non other bultell for wastell, symnell, ne for cokett than is seid aforn, for zif he do at the ferst tyme, be the bultell brend by the pyllorye; att the secunde tyme the bultell brend and the baxter amercyed; att the iij. tyme the bultell brend and the baxter awarded to the pyllorye; att the iiij. tyme be the bultel brent and the baxter forswere the craft [in the seid toun of Gippeswych] a zer and a day. And zif ony baxter be atteynted that he medele bren[6] with other[7] maner corn, be he punysshed be the same

[1] *wastell, symnell, ne the ferst coket*] The order of the words does not correspond to the quality of the bread. Symnel is supposed to have been bread of the best quality; wastel was inferior to symnel, but superior to cocket bread.

[2] *but zif*] unless by bultel of Rheims or of Rennes. The name Reynes may signify either of these cities, but Rennes is probably here intended, as the bultel was a bulting cloth or a bolting-sieve for flour, and Rennes was famous for its manufactures of fine linen.

[3] *but it be*] unless bultel of beuker. The Editor is unable to explain the word beuker, unless it be meant for a proper name, e.g. Beaucaire, in Provence, famous for its annual fairs.

[4] *heyl*] whole.

[5] *make he after*] "make he yt "after the assise, and selle he yt for "that yt is" would be the correct translation.

[6] *bren*] bran.

[7] *with other*] this should be "with "brede of all maner corn," as above in line 12.

Add. MS. 25,012. meyme la peyne e par meyme la penaunce, qil serreyt pur lassise de peyn enfreynte. E quant al assise de peyn, si le pestour seyt trovee en deffaute, seyt il a la primere feze, e a la secunde feze, e a la tierce feze amercye solom la quantite de soun trespas, e a la
f. 38. b. quarte feze seyt il aiugge au pillorie, e a la quinte feze foriurge il le mester un an e un jour. E qe chescun pestour en la dyte vyle use soun mester en certeyn, cest asaver les uns facent gastel, primer coket, e trayt[1] taunt soulement ; e les uns symenel e trayt ; les uns peyn enter de furment 'e' secund coket ; e les uns peyn enter de furment e peyn de tutz manere de ble. E si nul pestour en la dite vyle en autre manere le mester use,[2] seyt il a la primere feze amercye a xij. deniers, a la secunde a ij. sols, e a la tierce feze a iiij. sols, si il eyt dunt payer, ou foriurge le un mester e lautre demi an, e ja le meyns seyt il puny pur lassise de peyn enfreynte sil seyt trove en defaute.

Capº. lxxxjº. De braceresses, &c. Ensement est ordene des braceresses,[3] qe apres le moys de Seynt Michel, quant hom peot aver bon brays de novel greyn, qe les baillifs de la dyte vyle facent cryer lassise de cerveyse par my la vyle solom ceo qe la vente de ble serra. E si nul ou nule seyt trove qil brace ou vende countre lassise e la crye, seyt il puny par les ditz baillifs e par la court pur le trespas solom la fourme contenue en le statut de la marchancye nostre seygnur le rey, e solom ley e usage du reaume.

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[1] *trayt*] a coarse brown bread made of unbolten meal, also called tourte.

[2] *en autre manere le mester use*] The English version "use other "myster" seems warranted by the subsequent passage "forjurge le un "mester et l'autre," forswear the one and the other myster.

[3] *braceresses*] The business of brewing was in the hands of females down to the close of the xvth century, at which period Fleet Street, in London, was tenanted almost wholly by breweresses or alewives and by makers of felt caps. See Introduction to the Liber Albus of the City of London, by H. T. Riley, M.A., 1859, p. lx. Hops were not during this period used for beer.

peyne that he shulde ben for the syse of the breed brokyn; for zif the baxter be founden in the defaute of brekyng of the assise, thanne be he the ferst tyme, the secunde, and the thrydde tyme amercied after the quantyte of the trespas, and att the ferthe tyme awarded to the pillorye, and att the fifte tyme forswere he the craft for a zer and a day. And that every baxter in toun aforseid use his craft in certayn, that is to wittyn, summe makyn wastel, ferst coket, and trayt all oonly; and summe symnel and trayt; and summe breed of hool whete and breed of all maner of corn. And zif ony baxter in the forseid toun vse other myster, be he amercyed at the ferst tyme xij. *d.*, at the secunde tyme ij. *s.*, at the thrydde tyme iiij. *s.*, zif he have wherof to payen it, or ellys for swere he bothe mysteres half a zere, and nevertheles be he punysshed for the assise of breed brokyn zif he be founden in the defaute. Add. MS. 25,011.

Also it is ordeyned of brewsteres, that after Michelmesse moneth, whan men may have barlych[1] of newe greyn, that the ballyves of the forseid toun doo cryen assize of ale by all the toun, after that the sellyng of corn be. And zif ther be founden ony that selle or brewe a zeyns the assise and the crye, be he punysshed be the forseyd ballyves and by the court for the trespas, after the fourme conteyned in the statute of merchaundise[2] of oure lord the kyng, and after lawe and usage of the same toun. lxxviij. [lxxxj.] Of bruerys. f. 23. b.

[1] *barlych*] The French word "brays" seems to imply barley prepared for brewing, in other words "malt."

[2] *statute of merchaundise*] Statute of merchants, 13 Edw. I. st. 3.

Add. MS. 25,012. Cap°. lxxxij°. De vyn corumpu dampner.

Item use est en la dyte vyle qe les baillifs de meyme la vyle de an en an, en la sesoun entre veuz vyn e novel, preygnent ovesqes eux des meuz vavez[1] de la vyle, e qil aillient cercher totes les tavernes e tutz les celers en la dite vyle, auxibien des privez com des estraunges, e par serement des bons e leaus gentz, taverners e autres, e par lour avisement demeyne sourveyent e tastent tutz les vynz qil troverunt en la dyte vyle en taverne ou en f. 39. celer. E sil treovent nul qe seyt corumpu e perillous a beyvre pur cors de homme, ou par medler ovesqes novel vyn, meyntenaunt saunz aver regard a nuly persone facent les ditz baillifs saker hors[2] meyme cel vyn jesqes en le haut estree,[3] e illeokes en comune veue des gentz dampner, e le tonel ou la pipe, ou quel vessel qe ceo seyt enfouncer; e la vessele demeorge a les baillifs pur lour fe.

Cap°. lxxxiij°. De mesures de la vyle. assayer.

Item ordene est qe nul en la vauntdite vyle ne vende ne achate par mesure de ble, vyn, cerveyse, ne de autre lycour, ne par aune, ne par peys, sil ne seyent affeorez[4] par lez estandardz de la vyle e sealeez du seal de la vyle, cest asaver les mesures qe pount e deyvent merche[5] de seal porter. E si nul en la dyte vyle autre mesure ou autre peys use, seyt il grevousement amercye, si de ceo seyt atteynt. E qe les baillifs del avauntdite vyle, quel houre qil veolent, preygnent par my la vyle totes les mesures, aunes, e peyes, e les facent affeorer e assayer qe eles seyent bones e leles,[6] issi qe nule faucyne seyt fete ne usee en teux manere des mesures en esclaundre de la vyle, ne au damage du people.

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[1] *meux vavez*] most substantial, Kelham.

[2] *saker hors*] draw off.

[3] *estree*] street. Haut- estrete is found in Kelham.

[4] *affeorez*] Affoerer occurs in the Liber Albus of the City of London in the sense of valuing or assessing. Afforare is the Latin equivalent. The measures were to be verified by the standards of the town.

[5] *merche*] mark of the seal.

[6] *leles*] loyal.

Also it is used in the forseyd toun that the ballives of the same toun, from zer to zere, in the same toun, in the sesoun bytwixen elde wynes and newe, shul takyn with hem of the best vynteres[1] of the toun, and they shal goon and serchyn of all the tavernys and the celerys of the toun, as weel of privy as of straunge, and by other[2] of good and trewe taverneres and of other men, and by avysement of hem self, they shal tasten all the olde wynys that they fyndyn in the toun in taverne or in celer. And zif they fyndyn ony wyn that be corrupt and perlous to drynkyn for mannys body, or for to medelyn with newe wyn, a non with out havyng reward to ony persone, the ballives of the toun shal doo shakyn out that wyn in the hie strete, and there in comoun sight of men dampnyn[3] the tunne or the pipe, and the vessell shal [duelle] to the baillifs for her fee.

Add. MS. 25,011. lxxix. [lxxxij.] For to dampnen wyn corupt.

Also it is ordeyned that non in the forseid toun of Gippeswich beie be mesure corn or wyn, ale, or other lycour, ne by elle ne by peys, but it be ferst aferyd by the standardys, and seled with the seel of the same toun; that is to wittyn of mesoures that mown and owyn bere marke and seel.[4] And zif ony in the forseyd toun use other mesour or other peys, be he [grevously] amercied zif he be ther of atteynted. And that the ballyves of the forseid toun, what tyme that they wyllyn, moun takyn mesures, elles, and weyghtes, and doon hem [valued and] assayen which ben,[5] so that non falshed be doon in the forseyd toun of Gippeswich among such maner of mesurys in esclaundre of the toun, ne of damage to the pepele.

lxxx. [lxxxiij.] For to assayen mesure of the toune.

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[1] *vynteres*] This is a deviation from the French text.

[2] "by oth" should be here read.

[3] *dampnyn*] condemn.

[4] *marke and seel*] mark of the seal.

[5] *which ben*] The French text requires the words "that they ben "good and loyal, so that, &c."

Add. MS. 25,012. f. 41. De beremen.

Item de ceux qe sunt appelez wyndragheres au cay de la dite vyle est ordene, qe le mestre e le sovereyn chevinteyn[1] de cel office eyt desouth luy xij, a cel office fere, pur les queux il voudra respoundre a gynder les vyns qe venent a la dyte vyle, e pur herberger[2] les, e a fere ceo qe a cel office appert, issi qe nul autre ne se medle entre ceux de cel office saunz lour cunge, si ne seyt en defaute de eux meymes. E fet asaver, qil deyvent prendre de chescun tonel de vyn pur le gynder e pur herberger le sour meyme le cay ou il est gynde, e pur coucher le tonel, ij. *d.* E si le tonel seyt herberge en celer ou en taverne joygnaunt a meyme le cay qe passe le real chemyn, ij. *d. ob.* E pur tutz autres luz plus foreyn, iij. *d.* E pur chescun tonel de vyn qe seyt a burgeys de la dite vyle charge sour carette e descharge en meyme la vyle, ij. *d. ob.* E si le tonel seyt descharge en celer par fund, iij. *d.* E de chescun tonel de vyn qe seyt a burgeys denzeyn lottaunt e escotaunt a meyme la vyle, qe seyt charge e mene hors de la vyle, ij. *d.* De chescun foreyn burgeys qe ne seyt pas lottaunt ne escottaunt com peer e comuner,[3] e de chescun autre foreyn, iij. *d.* E bien se avyse le chevinteyn dil office avauntdyt qe les xij. qe serunt de south luy a fere meyme le office, qil seyent teux qe sachent e pount bien e sagement le dit office fere; kar si nul tonel de vyn perice ou autre damage aveygne entre lour meyns par lour defaute, le dit chevinteyn

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[1] *chevinteyn*] principal, chieftain. Chevesten and cheveteyne are forms of the same word. Cf. Black Book of the Admiralty, pp. 294, 471.

[2] *herberger*] to store them.

[3] *peer e communer*] See above, chapter li.

Also of hem that ben clepyd wyn drawerés at the cay of the forseyd toun, it is ordeyned that the maister and the soverayn cheyventan [1] of that offys shal have undyr hym xij. to that offys to done, of which he shal wyllyn answere, to gyen [2] the wynes that comyn to the forseyd toun, and for to herberwyn hem, and to doo that longyth to her office, so that non other medele a monge hem of that offis with oute he leve, so that it be not put in the defaute of hem selff. Also they owyn to take of every tunne wyn for to gyen it and to herberwyn it of that same cay [where it is hoisted, and to lay it down], ij. *d.* And zif the tunne be herberwyd in celer or in taverne neygh joynyng the same cay, so that it passe the kynges weye, ij. *d. ob.* And for alle other led ferther [3] thanne, iij. *d.* And for every tunne that ys a bur[g]eysys of the same toun chargyd on carte or [4] discharged in the same toun, ij. *d. ob.* And zif it be discherged in a depe celer, iij. *d.* And of a tunne that is [to] a bur[g]eysys [withinne] lottyng and scottyng [to the same toun, that be charged and] led out of the toun, ij. *d.* Of every foreyn burgeys that ys not lottyng ne skottyng as per and comoun.[5] And of every other foreyn, iij. *d.* And wel avyse hym the cheftayne of the forseyd offys that the xij. men, the which shul ben undyr hym to doon the same office, that they ben suche that cunnyn and moun weel and wysely to doone the same office ; for zif ony tunne of wyn perysshe or ony other damage come to a mong her handys by her defaute, the forseyd cheventayn shal

Add. MS. 25,011. f. 24. b.

Of bere-men.

[1] *cheyventan*] Cheventeyn is the form used in the Chronicle of Robert of Gloucester, and also in a song of the Flemish insurrection in the reign of Edw. I., published by Mr. Wright in his Collection of Political Songs, p. 188.

[2] *gyen*] The French word "gyn-"der" is the same with "guynder," which is used in the Rolls of Oleron, ch. x., in the sense of hoisting up barrels at the unlading of ships.

[3] *led ferther*] for all other more distant places.

[4] *or*] "and" should be here read.

[5] *peere and commouner*] These terms are peculiar, as explained in ch. li. of the Domesday.

Add. MS. 25,012. respoundra pur le damage. E eyt il soun recourir ver ceux qe le dit office unt enpris desouth luy pur lour defaute sure si il voillie ver eux, solom ley e usage de la vyle. E si nul de eux seyt rebel e contrariaunt a soun sovereyn, issi qil ne voillie soun office fere auxi com affeert, eyt son sovereyn poer de enouster cely, e mettre un autre en soun lu pur qi il voudra respoundre.

Des meoles,[1] trusseux de draps, toneux de weyde, barils de cendres, e tutes autres choses forpris vyns, ordene est qe les autres povres portours pussent entour
f. 41. b. teux choses travaillier e lour vyvre gaygner ovesqes les avauntditz xij. beremen. E qil preygnent de chescune meole[2] pur le gynder, e pur asser la meole de denz mesoun ou de hors, j. *d.* E pur charger une meole blaunche iiij. *d.*, pur meole grys iij. *d.* E si la meole seyt a un burgeys de la vyle denzeyn qe seyt per e comuner, e seyt chargee e dischargee en meyme la vyle, seyt prys en meyme la manere. E si ele seyt chargee en la vyle, e nyent deschargee, adunkes ne seyt prys du dyt burgeys de un meole blaunche forkes iij. *d.*, e de une meole gris ij. *d.*

Item de chescun tonel de weyde, pur le gynder j. *d.*, e pur le charger j. *d. ob.* De chescun baryl de cendres, pur le gynder *ob.*, e pur le charger une carrettee j. *d. ob.* E pur chescune charettee des trusseux de draps, pur le gynder, e pur le charger, e pur le lyer sour la carette, iiij. *d.* Pur chescun saake de leyne pur le gynder, *ob.* De chescune manere de merz[3] en bale ou en frael ou en menuz trusseux, qe 'ne' sunt pas gyndez, pur le charger e pur le lyer sour carette, iij. *d.* Item de chescun

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[1] *meoles*] bales. MS. Add. 25,341.
[2] *meole*] bale.
[3] *merz*] merchandise.

answeryn for the harme; and he shal have his recure a zens hem that han undyrtakyn the forseyd offys vndyr hym for her defaute, zif he wil pursuyn to hem after the lawe and usage of the forseyd toun. And zif ony of hem ben rebelle and contraryous to his soverayn, so that he wil not doon his office as he oweth to doon, thanne his soverayn may put hym off, and put an other in his stede for which he wil answere. Add. MS. 25,011.

Of smal[1] trussys of clothys, tunnes of woide,[2] barell of syndres, and all other thynges oute takyn [prys] wynes, it is ordeyned that other-power,[3] porturys or bererys, moun travaylyn among these thynges, and getyn her lyvyng with the forseyd bererys, and they takyn of every males[4] for to bryngyn it with ynne hous or wyth outen, a peny; and for to chargyn on meole quyt[5] iiij., for grey iij. *d.* And zif he be a f. 25. burgeys of the toun that is pere and comoun,[6] and be ladyn and onladyn in the same toun, be it takyn in the same maner. And zif it be ladyn in the toun, and not onladyn, thanne be it takyn of the burgeys for oon meole quyte but ij. *d.*,[7] and of on grey ij. *d.*

Off every tunne of wood[8] for to ledyn j. *d.*, and for to chargyn j. *d. ob.* Of every barel of syndrys for to bryngyn ob., and for to chargyn a cart j. *d. ob.* For eche carte of trussys of cloythis, for to bryngyn and for to ladyn it, and for to byndyn it on the carte, iiij. *d.* And for eche sak of wulle for to brynge it, *ob.* Of eche maner merchaundyse in bale, or in fardele, or in lasse trussys that ben not brought, for to ladyn and byndyn on the carte, iij. *d.* Also of every sak

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[1] *smal*] meoles is translated bales in MS. Add. No. 25,341.

[2] *woide*] woad, a plant used for dyeing of a black colour.

[3] *power*] poor.

[4] *males*] that is, bags or bales.

[5] *quyt*] "white," that is, of white wool.

[6] *comoun*] commouner.

[7] *but ij. d.*] iij. d. should be here read.

[8] *wood*] woad.

Add. MS. 25,012. saake de leyne porte dil Estgate, ou dil Northgate, ou de autre lu en la vyle taunt loyns jesqes au kay, j. *d. ob.* Dil Westgate ou dautre lu taunt loynz, ij. *d.* Item pur chescun saake de leyne charge e descharge en la vyle, *ob.* Item de chescun fees[1] de ble, haranges, peyscoun, feer, e de autre chose portee du kay jesqes au marche de peyscoun ou aylliours en la vyle taunt loynz qua., e si plus loynz plus seyt paye solom estimacioun du lu. Item pur vj. fees portez jesqes a la cornere jadys Hughe Leu, ou a la mesoun Alisaundre Margarete,[2] iuste le molyn qe est appele le Newe Melne, ou ailliours en la vile taunt loynz, j. *d.* Item pur viij. fees jesqes a la mesoun Baldri Horaud ou Hughe Davy, ou aylliours taunt loynz, j. *d.* Item pur x. fees jesqes a la mesoun Roger le Mestre,[3] ou ailliours taunt loynz, j. *d.* E si par cas aveygne qe vyns veygnent a divers kays de la dite vyle, e qe les avauntditz xij. beremen ne pount suffire a gynder e a herberger meyme les vyns auxi com fere deyvent, a dunkes preygne lour cheuenteyn
f 42. a luy partye des portours en eyde de meyme les xij. beremen, issi qe marchauntz, privez e estraunges, pussent bien a covenablement estre servyz, payaunt a meyme les portours pur lour travayl auxi com il affiert solom ceo qe il y ad de eux numbre des persones. E bien se avysent les avauntditz xij. beremen e tutz les autres portours, qil seyent prestz a servyr a totes gentz, e a fere ceo qe a lour office appert. E si defaute par rebelte[4] seyt trove en eux ou en nul de eux, ou qe nul de eux se alloygne par malice ou par feynte cause, par quey le people ne seyt pas servy auxi com affiert a lour office, seyt celuy meymes en qi la defaute serra

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[1] *fees*] a bundle, fascia. Sack is used in Add. MS. 25,341.

[2] *Alisandre Margarete*] One of the twenty-four burgesses sworn to re-compile the Domesday, p. 19. The name of Alexander Margery occurs in the list of town bailliffs in the reign of Edw. II.

[3] *Roger le Mestre*] The name of this burgess appears in the list of bailliffs of the town two years before.

[4] *rebelte*] rebellité, rebellion. Kelham.

of wulle born from the est gate, or the north gate, or from ony other ferre place of the toun to the cay, j. *d.* *ob.*, from the west gate, or from ony other place so ferre, ij. *d.* Also for every sak of wulle ladyn and unladyn [in the toun] *ob.* Also of every feez of corne, heryng, fyssh, iryn, and of other thyng born from the cay to the fyssh markett, or owher ellys in to the toun so ferre,[1] for the ferthere that it be born the more be payd after estimacioun of the place. Also for vj. fysshes[2] borne to Howe Lewys, corouner, or to the hous of Alisaundre Margaret near the mylle that is called the Newe Mylle, or eny place so ferre, j. *d.* Also for viij. fysshes born to the hous of Baldry Horold or Howe Davy, or eny place so ferre, j. *d.* Also for x fyssh[3] born to the hous of Roger Maister or owher ellys so ferre, j. *d.* Also if it falle by cas that wynys comyn to divers cayes of the toun, and the forseid xij. bererys mown not suffysen to drawyn and to herberwyn the wynys as they weryn wont to doon, thanne shal her maister takyn to hym porturys in helpe of xij. beremen, so that merchauntz, privy and straunge moun weel and convenabely be seruyd, payeng the same porturys for her trauayle after the nombre of personys. And avise hem the xij. beremen of[4] alle tother porturys, that they ben redy for to servyn all other folk, and to doon that longeth to her office. And zif the defaute for rebelte be founden in hem or in ony of hem, or that ony of hem aloyne hym self by malice or by cause feyned, wherthorugh the pepele is not servyd as it longeth to her office, he that in whom the defaute ys founden, at

Add. MS. 25,011.

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[1] *ferre*] "a farthing" should be inserted here, if the contraction in the French text is intended to denote "quadrans," as is probable.

[2] *fysshes*] "feez" should be here read instead of fysshes, as well as in the next following sentence.

[3] *fyssh*] "feez" should be here read.

[4] *of*] "and" should be read here.

Add. MS. 25,012.

trove a la primere feze agarde a la prisoun treys jours saunz grace aver, e ala seconde feze viij. jours saunz grace aver; e a la tierce feze seyt il suspendu dil office demi aan, e a la quarte feze tut laan enterement. E ensement se avise bien le cheventeyn des avauntditz beremen qil eyt poleyns e autres choses qe appendunt a soun office, dunt le people peot estre servy; kar si gentz seyent deservyz par defaute de ceo qe a luy appert trover, il serra tenuz a respoundre dil damage si la partye se veoyllie de luy pleyndre. E ensement se avise chescun portour, qil eyt saake[2] e ceo qe appent a soun office, si il veoillie en la vyle de cel office vyvre. E si il ne se voillie de teu chose purveyr, seyt il suspendu dil office.

Ceo sunt les custumes apurtenauntz a la ferme le rey de la vyle de Gipp[ewyz] a prendre en meyme la vyle des diverses marchaundises, qe venent de denz la fraunchise de la vyle a vendre des diverses choses, nomement de ceux qe deyvent custume payer en la manere desouth dite cest asaver.

I. Custuma dil kay.

De chescun tonel ou pipe de vin, vinegre, cicer, esyl, e de tutz autre manere de licour qe vyent de denz la fraunchise de la dite vyle a vendre, seyt prys ii. *d.* a la custume le rey; de chescun tonel ou pipe de meel oyllie oynt e de teu manere de marchaundise, ij. *d.* E sil seyt vendu par galouns, a dunkes seyt pris de chescuns c. galouns, iiij. *d.* E de meyns meyns solom la quantite. De chescun baryl de pyz ou de jemme,[2] j. *d.* De chescun tonel de cerveyse carye ou mene hors de la dite vyle dever la meer ou deveer les partyes de la meer a vendre, iiij. *d.*, cest asauer si le tonel seyt achate par earne.[3] E si le tonel seyt achate par

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[1] *saake*] saak, a bag. Kelham.
[2] *jemme*] resin or tar.
[3] *earne*] computation. Add. MS. 25,341.

the ferst tyme he shal be put in prisoun [thre dayes] with oute grace; the secunde tyme viij. dayes; the iij. tyme he shal be suspended of his office half a zer; the iiij. tyme for alle zerys. Also avyse hym weel the maister of the beremen that [he have] the levours[1] and other thynges [that] longyn to his office, that the pepele may ben serued: for zif folk ben unserved of thynges that hym longeth to fyndyn he shal answere of harme and damage zif the partye will pleynyn. Also avise hym eche portour that he have a sak, and that that longeth to his offys zif he wil be that offys lyvyn in the toun. And zif he wil not purveyen hym of such, be he suspended of his office. Add. MS. 25,011. f. 25. b.

These ben the custumys longyng to the ferme of the kyng of the toun of Gippeswych to takyn in the same toun of divers merchaundysys that comyn with ynne the fraunchise of the toun for to sellyn, and of divers thynges, and namely of thynges that owyn to payen custum in the maner vndyrseyd, that ys to wittyn.

Off every tunne or pipe of wyn, vynegre, syther, eysel,[2] and of all other maner of licoures that comyn with ynne the fraunchise of the forseid toun to be selde, be takyn to the custum of the kyng, ij. *d.* Of every tunne or pipe of hony or of oyle [or ointment],[3] or of such maner merchaundyse, ij. *d.* And if it be seld be galounnys, than be it takyn of every c. galouns, iiij. *d.* And of lasse lasse after the quantite. Off every barell of pych or of terre, j. *d.* Off every tunne of ale caryed or led out of the toun to the see or toward the partyes of the see for to be sold, iiij. *d.*, that ys to wittyn zif the tunne be seld by arne. But zif it be bought by 1. Custum of the key.

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[1] *levours*] i.e. poles to act as levers.

[2] *eysel*] Esylle is rendered by Mr. Way, in the Promptorium Parvulorum, as acetum, which is again rendered, ayselle, or bytter wine.

[3] *ointment*] tallow. Add. MS. 25,341.

Add. MS. 25,012. mesure, a dunkes seyt pris de chescun c. galouns, iiij. *d.* De chescun tonel de weyde, ij. *d.* De chescun baryl de cendres de weyde,[1] ij. *d.* De chescun tonel ou pipe de arguel,[2] coperose;[3] e de autre teu manere de marchaundise, iij *d.*; e si ceo seyt arguel, coperose, ou autre teu manere de marchaundise qe seyt vendue par centeynes, a dunkes seyt pris de chescune centeyne, iiij. *d.* De chescune tonel ou pipe de cardoun,[4] ij. *d.* De chescun rundelete ou bastoun de meyme la marchaundise, *ob.* Item de chescun trussel ou barde de drap qe vyent au dit kay lye des cordes seyt pris iiij. *d.* De chescun fardel deslye, ij. *d.* E si le trussel ou la barde ou le fardel seyt deslye, e partye de ceo seyt vendu en la vyle, adunkes seyt la custume prise par les pieces solom la fourme contenue en le marche de drap. Item de chescun trussel ou barde de canevaz lye des cordes, iiij. *d.* E de chescun fardel deslye, ij *d.* De chescun c. de canevaz vendu par c., iiij. *d.* Item des draps de Coggeshale, Maldoun, Colecestre, Sudbery, e des autres draps qe sunt achatez en le payis, e qe venent en la dite vyle en
f. 43. meyns de marchauntz pur passer au kay ver les partyes de la meer, lequel qe meyme les draps seyent en trussel ou en barde ou en fardel, lye ou deslye, ou en tonel ou hors de tonel, seyt la custume le rey de teux draps issi achatez en le foreyn paye par les pieces pur le mener hors du reaume; cest asaver de chescune piece de duble laour, qe lem appele tomenneshete,[5] j. *d.* E de chescune piece de mendre laour, qe lem appele omanneshete,[6] *ob.* Mes si teux manere des draps, com avaunt sunt nomez, seyent achatez en meyme la vyle

[1] *de weyde*] These words seem to be redundant.

[2] *arguel*] Argoil occurs in the Liber Albus of the City of London, in conjunction with copper, tin, &c. Some writers interpret it to mean cream of tartar, others explain it as being potter's clay.

[3] *coperose*] This word is translated "vitriola" in the Promptorium Parvulorum.

[4] *cardoun*] probably chardon, teazel for carding wool.

[5] *tomenneshete*] tomennessette below, p. 196.

[6] *omanneshete*] omannessete below, p. 196.

mesure, thanne be takyn of every c. galounnys, iiij. *d.* Add. MS. 25,011.
Off every tunne of wod, ij. *d.* Off every barel of syndrys, ij. *d.* Of every tunne or pype of coprose and of other such maner merchaundyse, ij. *d.* And zif it be seld by the hundred, custum of every c., iiij. *d.* Off every tunne or pipe of wod,[1] ij. *d.* Of every rundelet,[2] [or bastoun] of the same merchaundise, *ob.* Also of every trusse or pakke[3] of cloth that comyn to the cay boundyn with cordys, iiij. *d.* Off every fardel unboundyn, ij. *d.* And zif the trusse, pakke, or fardel be unboundyn, and part therof be seld in to the toun, thanne be the custum takyn by the peces after the fourme in the cloth market. Also of every trusse or pakke or cannevas boundyn with cordys, iiij. *d.* And of eche fardel unboundyn, ij. *d.* Of eche c. canvas seld by the c., iiij. *d.* Also of cloth of Cogeshale, Maldon, Colchestre, Sudbury, and of other clothes that ben bought in the cuntre and comyn in to the toun in to morchauntz handys for to pass from the cay to the partyes of the see, the which clothes be in trusse or in pakke or in fardel, boundyn or unboundyn, in tunne or with oute tunne, be custoum of the kyng of swych clothes so bought in the market payd by the peces for to ledyn it out of the reme, that is to wittyn, of eche pece of doubele werke, that men clepeth to mannyshete, j. *d.* And of eche lasse[4] that men clepeth oon f. 26.
mannys hete, *ob.* But zif such maner of clothes as arne aforne nemyd be bought in the same toun [of

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[1] *wod*] cardoun is translated teasel in Add. MS. 25,341.

[2] *rundelet*] a small cask.

[3] *pakke*] barde, Add. MS. 25,341.

[4] *eche lasse*] "each piece of lasse "werke" would be the correct translation of the French text.

Add. MS. 25,012. de Gipp[ewyz], seyt de ceo la dreyte custume paye em le marche, ou le drap est achate. E ja le meyns meyme les draps seyent mys en tonel pur passer au kay outre meer, seyt illeoqes paye par le tonel ij. *d.* a la dite custume le rey. E ensement pur trussel e pur barde lye des cordes, iiij. *d.* E pur fardel deslye, ij. *d.* Item de chescun lest des leynes[1] qe seyent a un soul marchaunt, viij. *d.*; de demi lest iiij. *d.* E si meyns y eyt, adunkes seyt pris de chescun saake iiij. *d.*; e de chescun pokete iiij. *d.* Item de chescun lest des meoles, viij. *d.*; de demi lest iiij. *d.* E si meyns y est qe demi lest, adunkes seyt pris de chescune meole j. *d.* De chescun lest des meyn meoles, iiij. *d.*; de demi lest ij. *d.* E si meyns y est qe demi lest, adunkes seyt prise chescune couple *ob.* De chescune piere qe est appele Slipston, *ob.* E de teux pieres nenz ne seyt pris par le lest. De chescun c. de fraunche piere e de neyre piere qe est appele ragston, iiij. *d.* De chescune piece de piere taillie de marbre, com de sarcutz,[2] covercles, croyz, pieres, a fountz,[3] e autres teux manere de pieres, *ob.*; cest asaver dil vendour sil seyt custumer; e autaunt dil akatour sil seyt marchaunt. De chescun c. des morters, iiij. *d.* E si meyns y est, adunkes seyt pris de chescune dozeyne j. *d.* De chescun mouncel[4] de plastre, *ob.* De chescune manere de marchaundise ke vyent en bale, seyt pris par la bale iiij. *d.* E si ceo seyt marchaundise qe seyt vendue e peysee par centeyne, com brasyl, alum, alemaundes, rys, e autre teu manere
f. 43. b. de marchaundise, adunkes seyt pris par le c., iiij. *d.* Item de chescun frael des fyges, reysins, e de totes autres choses mys en frael, seyt pris pur le frael *ob.* De chescun c. de greyne,[5] demi marc. De chescune dozeyne de cordewane horde bale, iiii. *d.* De chescun millier de

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[1] *lest des leynes*] A last of wool was twelve sacks.

[2] *sarcutz*] coffins. Sarcus, a sepulchre. Kelham.

[3] *pieres a fountz*] fonts.

[4] *mouncel*] heap. Add. MS. 25,341.

[5] *greyne*] grain.

Gippewyz] the right custum of tho be payd in the mercatt ther the clothes ben bought And zif the same clothes ben put in tunne for to passen from the cay be zonde the see, be ther payd for the tunne ij. *d.* to the custum of the kyng. And also for the trasse and for the pakke boundyn with cordes, iiij. *d.* And for the fardel unboundyn, ii. *d.* Also of every last of wulle that comyth to oon merchaunt alone, viij. *d.*; and of half a last iiij. *d.* And zif that it be lasse, be takyn of every sak iiij. *d.*; and of every poket, iiij. *d.* Also of every last of meolys,[1] viij. *d.* [of half a last, iiij. *d.*] And zif ther be lasse than half a last, thanne be takyn of every meole j. *d.* Off eche last of lesse meolys, iiij. *d.*; of half a last, ij. *d.* And zif ther be lasse thanne half a last, thanne be takyn of eche coupele, *ob.* Of eche ston that ys clepyd slikeston [2] [*ob.*], and of suche stonys nothyng be takyn by the last. Off every c. of freston and of blak ston that is clepyd raggeston, iiij. *d.* Off every pece of stön entayle or marble,[3] as of thurwys, coverclys, crossys, stonys, or funtys, and other such maner of stonys, *ob.*; *s.*[4] of the seller zif he be custummer, and so mochel of the beyer zif he be merchaunt. Of eche c. of morter, iiij. *d.* And zif ther be lasse, be it takyn of eche doseyn j. *d.* Of eche mousel aplastre, *ob.* Of eche maner merchaundise that comyn in bale, be it takyn for the bale iiij. *d.* And zif it be such maner merchaundyse that be seld and weyen by the c., as brasyle,[5] alom, almondys, rys, or other such maner merchaundyse, for every c., iiij. *d.* Also for every frael fygges, reyseyns, and of all other thynges put in frael, for the frael, *ob.* Of eche c. greyn, half a marc. Of every doseyn of cordewayn out of bale, iiij. *d.* Of eche ml. of

Add. MS. 25,011.

[1] *meolys*] bales, Add. MS. 25,341.

[2] *slikeston*] Silkstone is probably the modern name of this stone.

[3] *or marble*] "of every piece of "stone wrought of marble" would be nearer the French text.

[4] *s.*] that ys to wittyn.

[5] *brasyl*] Probably a wood used for dyeing of a bright red colour, said to be so called from braise or red-hot coals.

Add. MS. 25,012. feer de Espaygne vendu par millier, iiij. *d.*; e de chescun quintal vendu par sey, j. *d.* De chescun c. de bac iren,[1] iiij. *d.* De chescun c. de feer de Normandye, iiij. *d.* De chescune summe de feer velu, ij. *d.* De chescun karre[2] de plom, viij. *d.*; de chescun fotmel,[3] j. *d.* De chescun c. de teym, arrem,[4] e de quyure, iiij. *d.* De chescun baryl de ascer,[5] ij. *d.* De chescune garbe[6] de ascer vendue par sey, quadrans dil akatour. De chescun fees de ascer vendu par sey, obole. De osemund[7] seyt la custume prise en mayme la manere com de ascer. De chescune pece oure[8] de arrem, latoun, ou de quyure, seyt pris quadrans.

Item de chescun millier de blaunkes de veyr,[9] ij. *s.*; de demi millier, xij. *d.* E si meyns y eyt qe demi millier, adunkes seyt pris de chescun tymber iiij. *d.* De chescun millier de popel strendlinges e de rotes, xij. *d.*; de demi millier, vj. *d.* E si meyns y eyt qe demi millier, adunkes seyt pris de chescun tymber ij. *d.* De chescun c. des peals lannes ou pelees passaunt horde terre, en sarpellers ou hors de sarpellers, iiij. *d.* De chesçun c. des peals ayguelyns, bogee, conyns, gopyls, chatz, e des autres teux manere des peals passauntz hors de terre, en bale ou horde bale, iiij. *d.* E si teu manere de peals seyent venduz au kay ou aylliours en la vyle par centeynes, adunkes seyt pris de chescune centeyne iiij. *d.* Item de chescun lest de quyrs de vaches ou des chyvals, viij. *d.*; de demi lest, iiij. *d.* E si meyns

[1] *bac iren*] wrought iron.

[2] *karre*] A charre of lead contained thirty pigs.

[3] *fotmel*] A fotmel or pig of lead contained seventy pounds, but the measure varied in weight in different localities.

[4] *arrem*] airain, brass.

[5] *ascer*] acier, steel.

[6] *garbe*] a sheaf.

[7] *osmund*] a kind of ore or iron stone. Cowell.

[8] *pece oure*] piece of ore.

[9] *blaunkes de veyr*] a spotted fur of the ermine or squirrel kind. Vair, as a fur, is represented in heraldry, the colours of the field being argent and the bells or spots being azure, or vice versa.

yryn of Spayne, iiij. *d.*, zif it be seld by the ml. Of eche quintale seld by the self, j. *d.* [Of eche c. of bac yryn, iiij. *d.*] Of eche ml. of yryn of Normandye, iiij. *d.* Of eche summe of eld yryn ij. *d.* Of eche carre of lede, viij. *d.*; of eche fotmel, j. *d.* [Of eche c. of tin, brass, and of copper, iiij. *d.*] Of ech barell of bras,[1] ij. *d.* Of eche garbe of bras[1] seld bye hym self, *qua.*[2] [from the beyer]. Of eche fez of brasse seld by the self, *ob.* Of osmond be the custum takyn as of brasse, of eche pece of ore brass, laten, or copper be takyn quadrans. Add. MS. 25,011.

Also of eche ml. of qwit of grene, ij. *s.*; of half a ml., xij. *d.* And zif ther be lasse thanne half a ml., thanne be takyn of eche tymbur iiij. *d.* Of eche ml. pople stranglyng[3] and of wheels, xij. *d.*; of half a ml., vj. *d.* And of lasse, of eche tymbur ij. *d.* Of eche c. wulle skynnys or pealed passing outland, in sarpeller[4] or out of sarpeler, iiij. *d.* Of eche c. of lambrys skynnys, bogee,[5] conyns,[6] foxis, cattyn, and of alle other maner skynnes passyng out of the lond, in bale or out of bale, iiij. *d.* And zif such maner of skynnys ben seld at the cay or owher ellys in the toun by the c., of eche c., iiij. *d.* Also of eche last of skynnes of net and hors, viij. *d.*; of halff a last, iiij. *d.* [And zif ther f. 26. b.

[1] *bras*] "steel" ought evidently to be read here and in the next three paragraphs in place of "bras" and "brasse."

[2] *quadrans*] that is "a farthing."

[3] *pople stranglyng*] a species of fur from the back of a squirrel.

[4] *sarpeler*] a sarplor or pocket of wool was half a sack, Cowell.

[5] *bogee*] badger.

[6] *conyns*] rabbits.

Add. MS. 25,012. y est qe demi lest, adunkes seyt pris de chescun daker[1] iiij. *d.* E si meyns y est de un daker, a dunkes seyt pris de chescun quyr obole.

Item de chescun lest de haranges soor vendu par lest enter, iiij. *d.* dil vendour. E si meyns y est de un lest, adunkes seyt pris de chescun millier, obole. De chescun lest de haranges freys ou salee, iiij. *d.* del vendour, horpris de ceux qe le peschent meymes. De chescun cent. de tutz manere de dur peyscun, ij. *d.* De chescun samoun, quadrans. De chescun quintal de baleyne, iiij. *d.*

f. 44. Item de chescun cent de cire vendu par poys, iiij. *d.* E si ele seyt en frael lye des cordes, seyt pris par le frael iiij. *d.* De chescune waghe[2] de formage, bure, e de su[3] vendue par sey, iiij. *d.* `E si bure seyt mys en corce,[4] seyt pris pur la piece, *ob.*' De chescune waghe de meyme la marchaundise passaunt horde terre, en tonel ou hors de tonel, iiij. *d.*

Item de chescun cent de espez, bokelers, targes, e costz de eu, iiij. *d.* E si meyns y eyt, seyt pris solom la quantite, cest asaver dil vendour, e auxi dil akatour sil seyt marchaunt. De lege vidz corkel ne de teyle a treefes ne de welde seyt nule custume prise. De chescun cent de bord de Irelaunde ou de Estlaunde qe lem appele elvynges ou waynscot, ou de autre teu manere bord, iiij. *d.* De chescun cent de menu bord qe lem appele baryl bord ou shyngelbord, j. *d.* De chescun cent des avyrouns[5] auges, gates, e autre teu manere de marchaundise tayllie de merym,[6] iiij. *d.*

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[1] *daker*] diker is the more usual form. It occurs in the Inquisition taken at Quinborough, 49 Ed. III., recorded in the Black Book of the Admiralty, p. 140. A diker of hides was half a score.

[2] *waghe*] A wey or weigh of cheese contained two hundred and fifty-six pounds avoirdupois. 9 H. VI. ch. viii.

[3] *de su*] lard.

[4] *corce*] bark or skin.

[5] *avyrouns*] oars, troughs, and bowls. Add. MS. 25,341.

[6] *tayllie de merym*] cut out of wood.

be lasse thanne half a last, thanne be takyn of eche dagyr iiij. *d.*] And zif ther be lasse thanne a dagyr, thanne be takyn of eche skyn, *ob.* Add. MS. 25,011.

Also of eche last of red heryng[1] seld by the last to gydyr, iiij. *d.* of the seller; and zif ther be lasse thanne the last, thanne of eche ml. *ob.* Of eche last of heryng, fressh or salt, iiij. *d.* of the seller, saf of hym that fysshyn it hem self. Of eche hundred of all maner of hard fyssh, ij. *d.* Of eche samon, j. *d.*[2] Of eche quintal of balayn,[3] iiij. *d.*

Of eche c. wax seld by peys, iiij. *d.* And zif it be in frael bounden with cordys, for the frael iiij. *d.* Of eche weye of chese buttyr seld by the self, iiij. *d.* And zif the buttyr be put in corce, be takyn for the pece, *ob.* Of eche weye off the same merchaundyse passyng out of the toun, in tunne or out of tunne, iiij. *d.*

Also of eche hundred of swerdys, bokeleres, dagardys,[4] [coats of mail],[5] and such maner of merchaundyse, iiij. *d.*; [and zif ther be lasse, be takyn after the quantite, that ys to wittyn of the seller, and also of the beyer zif he be merchaunt]. Of mylk corkel ne of til be take non custum. Of eche cent. of borde of Irlond or of Estlond, that men clepyth eluying[6] or waynscot, or of other such maner bord, iiij. *d.* Of eche cent. lasse bord that men clepeth barel bord or shyngyl bord, j. *d.* Of eche cent.herouns, gees, dookys, and other such merchaundyse [cut out of timber], iiij. *d.* Of eche xij.

[1] *last of red heryng*] The last was twenty thousand. Haring sor occurs in Liber Custumarum, p. 192. Sor is from the old French word sorir, to dry with smoke.

[2] *salmon j. d.*] The French text has quadrans, a farthing, which is mentioned below as the custom of the fish market.

[3] *quintal of balayn*] The fish here meant is probably a small kind of whale. See Black Book of Admiralty, p. 152. A quintal contained 100 pounds. "Quantum "Delphinis balæna Britannica ma- "jor." Juvenal, lx. 14.

[4] *dagardys*] targets.

[5] *coats of mail*] So translated in Add. MS. 25,341.

[6] *eluyng*] elvyng, eaving.

Add. MS. 25,012. De chescune douzaine de chapeux, j. *d.* De chescune nefe ovesqes scaltreen [1] qe vyent a la vyle ou de denz la fraunchise de meyme la vyle qe marchaundise meyne, iiij. *d.* De chescune nefe ovesqes bauns e beyles,[2] ij. *d.* De chescun batel ovesqes orloks,[3] j. *d.* De chescun batel ovesqes tolletz,[4] *ob.* De chescune flote des reys qe sunt sechiez sour sekke terre, iiij. *d.* De chescun bacun enter passaunt dever les partyes de la meer, *ob.* De chescune perne par sey, *qua.* De chescun chyval passaunt horde terre, iiij. *d.* De chescun gerner de weyde, iiij. *d.* De chescun quarter de weyde mesure par comune mesure de la vyle, obole, cest asaver dil vendour. Item de chescun gerner de ble, oygnouns, autz, noyz, e autre teu manere de marchaundise en mesoun ou en nefes, iiij. *d.* E si les marchauntz payent pur lour gerners en mesouns ou en nefs, e meyme les biens seyent cariez a la nefe par bateux, adunkes ne seyt renz pris pur le batel; mes si la nefe seyt chargee de hors la fraunchise de la vyle, e les marchaunts rienz ne payent pur le gernerage de meyme la nefe, a dunkes seyt pris pur chescun batel cariaunt les avauntditz
f. 44. b. biens ver la nefe, *ob.* De chescune garbe ou summe des autz 'ou cokayle,' *ob.* De chescun millier ou garbe des oygnouns venduz par teux parceles, *qua.*, auxibien dil akatour sil seyt marchaunt, com dil vendour. De chescun cent de gros seel vendu par centeyne, iiij. *d.* E si meyns y eyt qe seyt issi vendu par parceles, seyt pris solom la quantite, cest asaver dil vendour. De chescune waghe de blaunke seel [5] vendu par luy, j. *d.*

[1] *scaltreen*] Niefs de scaltres, and niefs ove scaltres, are mentioned in the Liber Albus, Introduction, p. xcvii. Mr. Riley conjectures that that they were vessels with decks.

[2] *bauns e beyles*] Beyles were hoops nailed to the sides of a vessel for the support of an awning.

[3] *orloks*] rowlocks, in boats of superior size.

[4] *tolletz*] thole pins, in a smaller kind of boat.

[5] *waghe de blaunke seel*] A wey or weigh contained 256 pounds avoirdupois. It was a measure of bay salt in Lord Coke's time. 12 Coke's Report, p. 17.

caponys, j. *d*. Of eche ship [with scaltreen that comyn to the toun or with ynne the fraunchise of the same toun that bringyn merchaundise], iiij. *d*. Of a ship with [bauns and] beylys, ij. *d*. Of a bote with orlokys, j. *d*. Of a bote with thollyng, obole. Of eche flete of thyng[1] that ben dreye vpoun the dreye lond, iiij. *d*. Of eche bakoun[2] [entire passing towards the parts of the sea], obole. Of the flyche [by ytself], quadrans. Of an hors passyng out of the lond, iiij. *d*. Of eche quarter of wood[3] met by the comoun mesure [of the toun], *ob*. of the seller. Of eche gerner[4] of wood, iiij. *d*. Also of eche gerner of corne, onyouns, [garlic,] walnottes, and other such maner merchaundyse, in house or in shoppe,[5] iiij. *d*. And zif the merchauntz payen for her gerners in housys or in shoppys, and the same goodys ben caryed to the shipp by botys, [thanne] no thyng be takyn for the bote; but zif the ship be chargyd out of fraunchise, and the merchauntz payen not for the garnerage[6] of the same ship, thanne be takyn of every bot caryeng the forseid goodys toward the ship, *ob*. Of eche chef or summe[7] of garlic or cocayle, *ob*. Of eche ml. of onyouns seld by the passelle,[8] *qua* [as well of the beyer zif he be merchaunt as of the seller]. Of eche c. of gret salt seld by the c., iiij. *d*. And zif ther be lasse [that be so sold by parcels], be takyn after the quantite, [that is to say] of the seller. Of eche weye of whit salt [sold]

Add. MS. 25,011.

f. 27.

[1] *thyng*] for each float of nets. The word reys signifies nets.

[2] *bakoun*] the entire hog.

[3] *quarter of wood*] weyd, a plant for dyeing a black colour.

[4] *gerner*] store.

[5] *shoppe*] "shippe" would be the more correct translation, both here and in the next following sentence.

[6] *garnerage*] storage.

[7] *chef or summe*] sheaf.

[8] *by the passelle*] by such parcels.

Add. MS. 25,012.

De chescun baryl de estorgoun [ij. *d.*]. Item de chescune carette ferre lowe e chargee de vyn, meoles,[1] packes, ou de autre marchaundyse au dyt kay ou en autre certeyn lu ou la custume de ceo seyt apurtenaunt au kay, seyt pris ij. *d.* De chescune carette desferre, j. *d.* De charge de chyval, *ob.* De charge de homme, quadrans. De ciuere[2] chargee, *qua.* De chescune carette ferree chargee de carboun de meer,[3] j. *d.* De chescune carette desferre chargee de meyme la marchaundise, obole. De carbouns ne de folleriserthe rien ne seyt pris pur charge de chival.

II. Custuma in foro pannorum.

De chescun drap de colour de outre meer, iiij. *d.* De chescun drap de Raye,[4] ij. *d.* E des draps de colour de Beverle ou de Nichole[5] e des autres teux draps semblables seyt la custume prise auxi com des draps de outre meer. De draps de Coggeshale, Colecestre, Maldoun, Sudbery, e des autres teux draps Dengleterre de duble laour, qe lem appele tomennesette, seyt pris de chescun drap vendu par sey, j. *d.*, cest asaver de ceux qe deyvent custume payer. De chescune pece de drap de launge teyle, qe lem appele omannessete, obole. E de chescune piece trenchee de meyme teu drap qe pas j. aunne, e qe seyt vendu pur vj. *d.* ou pur plus, seyt prys autaunt com pur la piece entere. E si la piece contyent j. aunne ou meyns, e seyt vendue pur, j. *d. ob.*, adunkes seyt pris de cele piece *qua.* De chescune piece de lynge teyle,[6] entere ou trenchee, qe seyt vendue pur, ij. *d. ob.* ou plus, seyt pris *qua.* De canevaz autre si. De chescun fardel de drap de duble laour, qe lem appele tomennessete, karye, sour chival e

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[1] *meoles*] Males was a kind of bag or mail.

[2] *ciuere*] Civiere is probably meant, which Bescherelle describes as "espéce de petit brancard en "usage pour le transport des far-"deaux à bras," Angl. a hand-barrow, or a truck.

[3] *carboun de meer*] sea-coal.

[4] *Raye*] a striped cloth imported from Flanders and Brabant.

[5] *Nichole*] the French synonym for Lincoln.

[6] *lynge teyle*] linen cloth.

by the selff, j. *d.* Of eche barell of sturgyoun, ij. *d.* Add. MS. 25,011.
Of eche carte [shodde] ladyn with wyn, [bales,] pakkys, and other such merchaundyse [at the seid cay or other certaine place wher the custum therof longyth to the cay, be takyn] ij. *d.* Of eche carte shood[1] with yryn, j. *d.* Of eche hors lode, *ob.*; a mannys lode, *qua.*; a hand barrow lode, a farthing. Of eche carte shodde ladyn with colys [of the see], j. *d.* Of a carte not shodde ladyn with the same, *ob.* Of colys ne of fullerys erthe [be] nothyng [takyn] for the hors charge.

Of eche cloth of colour of be zonden the see, iiij. *d.* 2. Custum in the cloth markett.
Of eche cloth of Ray, ij. *d.* Of clothys of colour of Beverlie or of Lincoln, or of oth er swich clothys lyk, be custum takyn as of clothes of be zonde the see. Off clothes of Coggeshale, Colchestre, Maldon, Sudbury, and of other such clothes of Yngelond of doubele werk [that they call tomennesette], for eche cloth, j. *d.*, [that is to wittyn of those that owen to pay custum. For eche pece of cloth of longe webbe, that they call omannessete, *ob.*] Of eche pece [cut of the same] cloth that passyth an ellyne, and that be seld for vj. [*d.*] or for more, be takyn as for alle the pecys to gedyr; and zif the pece helde an elle [or lasse, and be] seld for ij. *d. ob.* or more, [thanne be takyn for that pece] *qua.* [Of eche pece of lyns web hool or cut that be seld for ii. *d. ob.* or more, be takyn *qua.*] Of cannevas lyk.[2] Of eche fardel of cloth of [doubele werk, that they call] to a mannys sete, caried on a hors [and discharged and shewn to be seld], ij. *d.* Of

[1] *shood*] "not shodde with "yryn" would be the correct translation. "Desferree" is used in the sense of "not shodde" in a subsequent sentence.

[2] *lyk*] that is the like custom.

Add. MS. 25,012. descharge e mustre a vendre, ij. *d.* E de chescun fardel de drap qe lem appele omannessete karie sour chival qe seyt descharge e mustre a vendre, j. *d.* De chescun fardel de drap de duble laour ou de mendre laour qe seyt porte au doos de homme, seyt pris a la meyte[1] de taunt com de charge de chival. De chescune ca- f. 45. rette qe vyent en la dite vyle chargee de teu manere de drap, e qe seyt deschargee pur mettre a vente, seyt pris, iiij. *d.* De linge teyle ou de canevas chargee sour charette ou sour chival ou au doos de homme, seyt pris la meyte de taunt de custume com deyt estre pris de launge teyle com avaunt est dyt. De chescun surcoote ou cote tabbard, mauntel, chape, ou autre manere de drap tayllie, qe seyt vendu par luy, *qua.* De chescune autre marchaundise vendue en meyme le marche, ou en lu appurtenaunt a meyme cel marchee, pur ij. *d.* obole e plus, seyt prys *qua.* pur la custume le rey.

III. Custuma canabi. Item de cannue, dunt la custume est appurtenaunt au dyt marchee de drap, seyt pris de chescune charette chargee, j. *d.*; de charge de chival, obole; de charge de homme, quadrans. E de quanke est vendu pur ij. *d.* obole, seyt pris quadrans.

IV. Custuma in foro piscium. De chescune charette, de peyscoun ou de haranges qe vyent en meyme le marchee a vendre, ij. *d.* De charge de chival, obole. De charge de homme, quadrans. De ciuere, quadrans. De chescun porpeys, j. *d.* De chescun samoun, *qua.* De chescun baryl de esturioun[2] e baleyne seyt la custume prise auxicom au cay.

V. Custuma in foro lanarum. De chescune charettee de leyne, peaux launes, quyrs de vaches ou des chivaus,[3] ij. *d.* De charge de chival, obole. De charge de homme, quadrans. E de ceo qe est vendu pur ij. *d.* obole, seyt pris quadrans.

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[1] *meyte*] moitie.
[2] *esturioun*] sturio, a sturgeon.
[3] *chivaus*] chevaux, horses.

cloth of oon mannys sete, j. *d.* Of eche fardel of cloth [of doubele werk or lasse werke that be caried] on a mannys bak, be takyn [half as mochel] as for an hors charge. Of eche carte [that comyth into the seid toun] ladyn with such maner cloth but for to sellyn, iiij. *d.* Of lyns web hool or cut, or of canvas ladyn in cart or on hors or on mannys bak be takyn [half as mochel of the custum as oweth to he takyn] of the longe webbe as it is seyd aforn. Of eche surcote cote, tabart, meptil[1] [cape], or other maner of cloth schapyn[2] seld by self, of eche such maner oþer marchaundise seld by the the market itself, or in a place that longyth to the same market, for ij. *d.* *ob.* and more, be takyn for custum of the kyng, *qua.* Add. MS. 25,011.

3. Custum of hemp.

[Also of hemp, wher off the custum longyth to the seid market of cloth, be takyn for eche carte charge, j. *d.*; of the hors charge, *ob.*; of mannys charge, *qua.*, and that is seld for ij. *d.* *ob.*, *qua.*]

4. Custum in the fyssh markett.

Of eche carte with fyssh or heryng that comyth to be seld, ij. *d.* Of the hors charge, *ob.*, mannys charge be it a *qua.* Of eche porpas, j. *d.* Of the samoun, *qua.* [Of eche baryl of sturgeon and baleyne be the custum takyn as at the cay.]

5. Custum in the wolle markett.

Of eche carte of wolle skynnes and skynnes of hors[4] and net, ij. *d.* Of hors charge, ij. *d.*; of mannys charge, *qua.* ; and that is seld for ij. *d.* *ob.*, *qua.*

[1] *meptil*] mantle.

[2] *schapyn*] shapen, i.e. cut into shape.

[3] *skynnes*] fleeces, commonly called pelts.

[4] *skynnes of hors*] hides would be the proper translation of quyrs.

Add. MS. 25,012.

VI. Custuma in foro casei.

De formage seyt pris de charettes, de charge de chival, de charge de homme, de ciuere, e de autres meunes parceles, en meyme la manere com en le avaunt dit marche de leyne. Des eos[1] e dautres choses appendauntz a meyme le marche seyt la custume prise solom la quantite auxi com en autres marchez. E fait asaver qe la custume de semence de lyn e de cannue est apurtenaunt a meyme le marche de formage. Ensemblement ove la custume des potz de terre. E en cel marche seyt pris de chescune charettee de potz. De charge de homme, *qua.* E de ciuere, *qua.*

Custuma seminis canabi & ollarum, &c.

f. 45. b.

VII. Custuma in foro mæremii.

De chescune charettee de cuves,[2] auges, gates, hanaps, esqueles,[3] e teu manere de marchaundise qe est appelee hol ware,[4] seyt pris ij. *d.* De charge de chival de meyme la marchaundise, e des corbels, vauz, besches,[5] e autres teu manere des choses, *ob.* De charge de homme, *qua.* De chescune charettee de merym, bord, lathes, e verges, *ob.* De chescune charette de cleyes e de splentes,[6] *qua.* De chescune ciuere vendue, *qua.* dil vendour. De chescun estal ou lem vend les cordes, iij. *d.* par aan, e fet asaver qe meyme cel estallage est appendaunt a meyme le marche de merym. De chescune peyre de reos a carette, j. *d.*, ceo est asaver *ob.* dil vendour e *ob.* dil akatour.

VIII. Custuma de jenetis.

Item de chescune charettee de jenet,[7] j. garbe, e ceo appert as baillifs.

IX. Custuma in foro panis.

De chescun pestour custumer seyt pris *ob. qua.* pur iij. jours en la semeyne, cest asaver pur Mescredy,

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[1] *eos*] these. Add. MS. 25,341. Generally written þeos.

[2] *cuves*] cuves, troughs, bowls, hampers, Add. MS. 25,341. Cuve signifies in the Coutume d'Oleron a tub, into which new wine was poured.

[3] *esqueles*] ladders.

[4] *hol ware*] wood ware.

[5] *corbels, vauz, besches*] baskets, vauz, spades.

[6] *de cleyes e de splentes*] hurdles and splints.

[7] *jenet*] genista, the emblem of the Plantagenets.

[Of chese be takyn of cartes, of hors charge, of mannys charge of civere, and of other lasse parcels in the same maner as in the afornseyd markett of wolle. Of eos and other thynges longyng to the same markett be the custum takyn after the quantite, as in other marketts, that is to wittyn that the custum of seed of flax and hemp longyth to the same markett of chese, togedyr with the custum of erthe potz; and in this markett be the custum takyn of eche carte of erthe potz,[1] of mannys charge, *qua.*; and of civere, *qua.* **Add. MS. 25,011. 6. Custum in the chese markett.**

Eche carte of doubeleres, disshys, platerys, coppys,[2] [ladders,] and other such maner merchaundise that men clepyth hool ware,[3] ij. *d.* Of hors charge [of the same merchaundise, and of baskets, vauz, spades, and other swich maner of thinges], *ob.* Of mannys charge, *qua.* Of eche carte of merym, borde, latthes, and zardes, *ob.* Of eche carte of hurdles and splints, *qua.* Of eche civere sold, *qua.* of the seller. Of eche stalle that men sellyn on cordys,[4] iij. *d.* be zere, [and be yt to wittyn that this same stallage longyth to the same markett of merym. Of eche peyre of cartewhelys, j. *d.*, [that is to say] *ob.* of the seller and *ob.* of the beyer. **7. Custum in the markett of merym.**

Also of eche carte of brome oon sheff, and [yt] longeth to the baylles.[5] **8. Custum of brome.**

Of eche baxter custummer,[6] *ob. qua.* for iij. dayes in a weke, s. Wednysday, Fryday, and Saterday, [of those **9. Custum in the bred markett.**

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[1] *potz*] the amount of the custom is omitted; probably *ob.*, a halfpenny.

[2] *coppys*] cups: hanap usually signifies a cup with two handles.

[3] *hool ware*] wood ware.

[4] *that men sellyn on cordys*] "wher men sellyn cordys" would be the better translation.

[5] *baylles*] that is, the bailiffs.

[6] *custummer*] who is liable to pay custom.

Add. MS. 25,012. Vendredy, e Samedy, de ceux qe venent taunt de feze en marche ou lour peyn a vendre. E sil venent ou lour peyn en marche par Lundy, Mardy, e Jeody, e se absentent hors du marche le Mescredy, le Vendredy, ou le Samedy, jale meyns payent il lour pleyne custume. E sil ne venent en marche forkes un jour en la semeyne, adunkes ne seyt pris de eux forkes *qua.*, e pur ij. jours *ob.*, e pur iij. jours *ob. qua.* E pur chescun estalle qe burgeys tient en meyme la marche seyt pris vj. *d.* par an, a la Seynt Michel e a la Pasche par oweles porciouns, pur occupacioun de la commune place. E de chescun foreyn pur seon estalle iij. *d.* par an a meyme les termes, saunz plus, e ceo est pur la custume qil peyent par les semeynes. De pestours qe sunt custumers qe vendunt peyne en lour mesouns, seyt la custume pris de eux auxi com affiert, ou qil facent de ceo gre pur un certeyn par an.

f. 46. X. Custuma in foro carnium. De chescun carcoys de beofe, vache, bouete, e de jenice qe seyt achatee de denz la vyle, seyt pris obole. E si la beste seyt achate de hors la vyle, adunkes seyt pris pur le carcoys obole quadrans. De chescun escaudinge de porc e carcoys de motoun e de veel, *qua.*, cest asaver si la beste seyt achate de hors la vyle. E si ele seyt achate de denz la vyle, e la custume du primer achat ne seyt mye paye, adunkes seyt pris pur le escaudinge, ou pur le carcoys, obole ; mes si la custume seyt paye, dil achat ne seyt pris forkes quadrans.

XI. Custuma in foro bestiarum. De chescun chival vendu, j. *d.* dil vendour e j. *d.* dil akatour. De chescun beofe, vache, bouete e jenice qe seyt passe le age de un aan, obole dil vendour e obole dil akatour. De chescun porke, berbyt,[1] e veel ne mye letaunt, quadrans dil vendour e quadrans dil akatour.

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[1] *berbyt*] brebis.

Add. MS. 25,011. f. 27. b.

who comyn so many times to the market her bred to sell;] or hem that comyn in to merket with her bred Moneday, Tuysday, and Thrusday, and absente hem out of mercat the tother iij. dayes, [nevertheless] they shal payen the ful custum; and zif they comyn but on day in the weke, thanne be takyn of hem but *qua.*, and for ij. dayes *ob.*, for iij. dayes *ob. qua.* For eche stalle that a burgeys holt in the market, iij. *d.* be zere at the fest of Seynt Michell and att Esteryn be even porcyouns for ocupyeng of the comoun place; and of eche foreyn for his stalle by zere vj. *d.* at the same tymes, with oute more, and that is for the custummys that ben by the wyke.[1] Of baxteres custummerys that sellyn her breed in her housys, thanne be custum takyn [of hem as it oweth, or that they make covenaunt] for a certayn covenaunt [2] by zere.

10. Custum in the flessh markett.

Of eche carcays of beeff, as of oxe, kowe, bullok, and hefker, bought with ynne the toun, for the carcays *ob.* And zif the beste [be bought] out of the toun, [thanne be takyn] for the carcays *ob. qua.* Of eche carcays [3] of pork and of motoun and of veel bought with oute the toun, *qua.* And zif it be bought with ynne the toun, and the custum of the ferst beyeng be not payd, thanne be takyn for the escaudyng or for the carcays *ob.*; but zif the custum be payd of the beyeng, thanne be takyn but *qua.*

11. Custum in the beste markett.

Of eche hors seld, j. *d.* of the beyer, j. *d.* of the seller. Of eche oxe, cowe, bullok, and hefker that is more than on zer old, *ob.* of the beyer, *ob.* of the seller. Of eche swyn, sheep, and calf [not sucking milk], a *qua.* of the

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[1] *that ben by the wyke*] That they pay by the week.

[2] *for a certayn covenaunt*] for a certain sum by the year.

[3] *of each carcays*] "of each es-"caudyng of pork and carcoys of "motoun" would be closer to the French text, the outer skin of the pig being only scalded, so as to remove the bristles.

Add. MS. 25,012. E cestes custumes sunt appendauntz au marche des chars.

E fet asaver qe des totes manere marchaundises qe venent a la dite vyle par ewe, e qe seyent vendues ver munt[1] en la vyle, en gerner, ou horde gerner, seyt de ceo la custume prise du kay jesqes a la venele qe se estent dil ewe de Botflod par la costere de la rue dever le suthe jesqes ou Colhel; e de illeokes de aumepartz le estree jesqes au chefe mes jadys Johan Bolle, devaunt le cimetere Seynt Estevene; e de illeokes par my la venele qe se estent de meyme le cimetere ver le Brok Strete; e du bout de cele venele ver le suth de aumepartz la rue jesqes a la venele, qe se meyne dehors le comun fosse de la vyle ver Abotescroft. E issi seyt la custume du kay prise des veneles e rues avaunt dites ver vaal[2] jesques au kay avauntdyt. E de tutes autres
f. 46. b. marchaundises qe venent hors du payis a la dite vyle a vendre seyt de ceo la custume apurtenaunt a les marchees amount en la vyle, cest asaver ble au marche de ble, bestes au marche des chars, leyns, pels, e quyrs au marche de leyne, ovesqes autres choses apurtenauntz a meyme le marche, e issi de tutz autres marchez en la dite vyle, solōm ceo qe les marchaundises sunt chescune marchaundise a soun marchee auxi com affiert, queu part qe les marchaundises seyent vendues en la vyle, e solom ceo qe auncienement ad este en meyme la vile usee.

E fet asaver qe des totes manere des marchaundises vendables qe venent a la dite vyle de Gipp[ewyz] ou en lu appurtenaunt a meyme la vyle, par meer ou par terre, avaunt le jour Seynt Michel, en meyme cel jour

[1] *ver munt*] upwards or inland. | [2] *ver vaal*] downwards.

seller, a *qua.* of the beyer. These custummys longyn to the flessh market. Add. MS. 25,011.

[And be yt to wittyn that] off alle merchaundysys that comyn to the forseid toun [by water, and that be] seld, put in gerner or out of gerner, of that be custum takyn of the cay to the lane that goth from the watyr to botflood by the syde of the wall[1] toward the south til Colhel; and from thens of bothe parties to the hous[2] that sum tyme was Johns Belle, a forn Seynt Stephenys cherche zerd; and from thens by the lane that gooth from the same zerd [toward Brok Strete],[3] and from [the ende of] that lane toward the south of bothe partyes of the strete to the lane that goth from the comoun dyche [of the toun] toward Abour croft,[4] and so be the custum of the cay takyn of lanys and stretys afornseid dounward to the same cay. And of all other merchauudyses that comyn out of the cuntre to the toun to sellyn, ther of be the custum takyn longyng to the mercates aboven in the toun, that is to witten, corn at corn market, bestes at the flessh mercatt, wolle, skynnys, [and hydes] at the wolle marcatt, with other thyng longyng to the same marcat; and so of alle other marcates in the same toun after that the merchaundyse ys [eche merchaundyse] at his marcatt as it oweth to ben, [that the merchaundyse be seld in the toun] and as it hath in olde tyme ben used. f. 28.

[And be yt to wittyn that] alle maner merchaundises that ben to sellyn comyng to the same toun of Gippeswyz] in place[5] longyng to the same toun by lond or by water aforn the day of Seynt Michel, or the same

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[1] *wall*] "street" would be more in harmony with the French text.

[2] *the hous*] to the capital mansion is in the French text.

[3] *Brok Strete*] Broc Strete in Ipswich was traceable as far back as the reign of Henry III.

[4] *Abour-croft*] Abbotscroft would be more correct.

[5] *in place*] "or to a place" should be here read.

Add. MS. 25,012. avaunt houre de noune,[1] le quel qe la marchaundise seyt a passer horde la vyle ou noun, de ceo seyt la custume appurtenaunt al aan passe. E de ceo qe vyent meyme le jour Seynt Michel apres houre de noune, de ceo seyt la custume appurtenaunt al aan avenir. E issi de totes autres choses appendauntz al office des chefs baillifs de meyme la vyle solom le chaunger du temps.

En totes manere des marchaundises qe venent par ewe a la dite vile avendre, seyent les mestres des nefs jurez sour la quantite e les parceles des biens, e de ceo seyt la custume le rey prise auxi cum affiert. E si par mescreaunce des marchauntz cerche se face e autrement seyt trove, chece en forfeture la marchaundise issi concelee.

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[1] *houre de noune*] midday.

day aforn the hour of none [whether that merchaundise is to pass out of the toun or not], of that be takyn custum longyng to the zer passed. And of tho that comyn after noon the same day the custum longeth to the zer after, and so of alle other thynges longyng to the office of the cheeff ballives of the same toun after the chaung of tyme. Add. MS. 25,011.

In all maner merchaundyse that comyth to the same toun to sellyn the maisterys of shippys shall be sworn upon the quauntite and the parcell of the goodys, and ther of be custum takyn as it oweth. And zif mysbyleve[1] of merchaundys ben encerched and foundyn otherwise, that merchaundise oweth to ben forfetyd.

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[1] *And zif mysbyleve*] "And zif by "bad faith of merchaundz serche "be maad and it be foundyn other- "wise, fall the merchaundyse so "conceled into forfeture," would accord with the French text.

LES COSTUMES D'OLERON

ET DEU

JUTGAMEN DE LA MAR.

LES COSTUMES D'OLERON

ET DEU

JUTGAMEN DE LA MAR.

Add. MS. 10,146. f. 103.

I. Prumeyrament[1] si lom fait ung home mestre duna nef, et la nef est a dos homes o a tres, et la nef se part deu pais dont ela est et vient a Bordeu o ala Rochella o alhors,[2] et se affreta pour aller en pais estrange, lo mestre ne pot pas vendre la nef si il nait commandament o procuration des senhors, mes si il ert mestiers[3] de despensas, il pot bien mectre aucun des apparelhs en guatge[4] per conseilh des companhons de la nef. Cest le jutgament en tel cas.

II. Ung mestre est en ung faune[5] et demora pour atendre son temps, quant vient a son partir le mestre doit prendre conselh am[6] sons companhons, et lor dire,

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[1] The text, which the Editor has adopted, is taken from a MS. in the British Museum (MSS. Additional, No. 10,146), which was formerly in the Library of the Royal Academy of Sciences at Bordeaux. The language is old French intermixed with Gascon patois very much akin to Catalan, and so far the MS. agrees with the description given by Cleirac of the MS. of the Judgments of Oleron, which Cleirac had before him when he composed his work, Les Us et Coustumes de la Mer. The text, however, of the MS. in the British Museum is evidently of an earlier period than Cleirac's version, and the MS. does not contain the additional twenty-four articles, which Cleirac has borrowed from an unknown source. No similar version of the Judgments has ever yet been published. The various readings are from the Liber Memorandorum in the Guildhall of the City of London, marked M.; and from a MS. in the Mayoralty of the city of Leghorn, marked L.

[2] *alhors*] aillors, Liber Memorandorum; alhors, MS. Libornense.

[3] *ert mestiers*] ad mester, M.; la mestre, L.

[4] *guatge*] gage, M.; gages, L.

[5] *ung faune*] une hafne, M.; una ayqua, L.

[6] *am*] ove, M.; en, L.

THE CUSTOMS OF OLERON

AND OF THE

JUDGMENTS OF THE SEA.[1]

First if a man is made master of a ship, and the ship belongs to two or three persons, and the ship departs from the country of which it is, and comes to Bordeaux or to Rochelle, or elsewhere, and is freighted to go to a strange country, the master may not sell the ship if he have not a mandate or procuration from the owners, but if he is in need for his expenses he may well put some of the ship's apparel in pledge with the counsel of the companions[2] of the ship. This is the judgment in such case. Add. MS. 10,146. f. 103. 1.

A master is in a haven[3] and tarries to await his time,[4] when it comes for his departure the master ought to take counsel with his companions, and to say to them, 2.

[1] This title varies from the title of the Judgments contained in the Liber Memorandorum in the Guildhall of the City of London, which is an early MS. in old French of xivth century, and is probably the earliest known MS. of the Judgments. It is entitled La Charte d'Oleroun des juggmentz de la mier. The title prefixed to the MS. preserved in the Mayoralty of the City of Leghorn is, "Asso es la copia deus rolles do "Leron de jucgemens de Mar." It is written throughout in the Gascon dialect, and is probably unique of its kind.

[2] *companions*] The term "companhons" implies a totally different relation of the crew to the master of the ship from that contemplated in the Roman law, and marks an epoch in maritime law, when the slave had ceased to be a principal navigator.

[3] *haven*] The word "faune," of which no trace has been found by the Editor in any glossary, occurs again in Article XVI. The Leghorn MS. has "aygua" in both places. "Faune" also occurs in another place in Article XVI., where the Leghorn MS. has "avre."

[4] *his time*] The context is suggestive that the word "temps" signifies here, as in Article XXIII., "fair weather."

Add. MS. 10,146. "Senhors, nos avons cestemps." Aucuns ny-aura que [1] le temps nes pas bon, et aucuns qui diran [2] le temps est bon et beus ;[3] le mestre se doit acorder ovec lo plus des companhons, et si il fesoit autrament il est temps [4] darendre la nef et las mercaderias,[5] si elas si perdent, si il ya decoy.[6]

III. Una nef sen part [7] en aucun loc,[8] mas en quau loc que soit [9] les mariniers sont tenuz a sauver le plus quilz pourront; et silz ne aident mie le mestre est tenus a engatger sil na deniers de que ilz sauveront por lor remener en lor terras; et si ilz ne aident mies [10] il nest tenuz de riens a lor balher [11] ny de lor porveoir, ans perdront lurs loers [12] quant la nef est perdue; et lo mestre no pot vendre apparelhs de la nef sil na commandament o procuration des senhors, mas le doit mectre en sauvegarde jusques atant quil sache la volunte des senhors, et si doit fere a plus leyaument quil pourra,[13] se il faisoit autrament, il est tenuz alesmender, sil ya dequoy. Ce est le jutgament en cest cas.

IV. Una nef part de Bordeu o de alhors et avient a la feis [14] quelle sen pira,[15] et lom sauva lo plus que lom

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[1] *aucuns ny aura que*] ascun y aura qui dirra, M. ; aucun y aure qui diran, L.

[2] *aucuns qui diran*] ascuns que dirrount, M. ; aucuns diran, L.

[3] *bons et beus*] bon et bel, M. ; bel et bon, L.

[4] *il est temps*] le mestre est tenuz, M. ; ed est tengut, L.

[5] *mercaderias*] darreis, M. ; deneyradas, L.

[6] *si il ya decoy*] omitted, M. ; si a de que, L.

[7] *sen part*] s'empert, M. ; se pert, L.

[8] *en aucun loc*] en ascunes terres, M. ; en aucunas terras, L.

[9] *mas en quau loc que soit*] ou en quel leu que ceo soit, M. ; o en aqueras ont es, onc que sessia, L.

[10] *et si ilz ne aident mies*] et sil aident, M. ; omitted down to en lor terras, L.

[11] *de riens a lor balher*] de riens lour aider bailler, M. ; de res balhar, L.

[12] *loers*] lowers, M. ; lor aver, L.

[13] *leyaument quil pourra*] loioument qil porra, M. ; leyaument que poyra, L.

[14] *a la feis*] ascun fois, M. ; à la vetz, L.

[15] *quelle sen pira*] qe ele sempire, M. ; c'um turment en la mer, L.

Sirs, we have this weather. Some there will be [who will say] that the weather is not good, and others who will say the weather is good and fair. The master ought to agree with the greater number of the crew, and if he does otherwise, he is liable to make good [the value of] the ship and the merchandise, if they are lost, if he have wherewithal. Add. MS. 10,146.

A ship is lost[1] in any place, but in whatever place it may be, the mariners are bound to save the most that they can, and if they aid,[2] the master is bound, if he have no money, to pledge [some] of the goods which they have saved, to bring them back to their own country; and if they aid not, he is not bound to lend them anything, nor to provide them with anything, also they will lose their wages, when the ship is lost; and the master may not sell the apparel of the ship, unless he has a mandate or procuration from the owners, but he ought to place it in safe custody until he know the will of the owners, and he ought to do this the most loyally that he can, and if he do otherwise, he is liable to make amends, if he has wherewithal. This is the judgment in this case. 3.

A ship departs from Bordeaux, or from elsewhere, and it happens sometimes, that the ship is damaged 4.

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[1] *is lost*] S'empert is clearly the proper reading, as in the early English MSS. Se pierde is found in the Castilian version of the Rolls.

[2] *if they aid*] The affirmative is here clearly required by the context.

Add. MS. 10,146. pot deus vins et de las autras marchandisas[1] arreyres;[2] les marchans et lo mestre sont[3] en grant debat, et demandem les marchans au mestre a veoir lurs marchandises, ilz las devent men avoir,[4] paiant lur fret de tant cum la nef a fait de viatge[5] sil plest au mestre, et si le mestre se voit, il pot bien adober la nef, si ella est en cas que ella se pusqua adober[6] prestament, o si non, put loer autra nef afere le viatge, et aura le mestre son fret detant cum il y aura de marchanderias sabeias[7] por aucuna maneyra.

V. Una nef se part daucun port chargea ob uita,[8] et ariva en aucum port, les marineys ne deven[9] pas yssir de fors sans congeyt deu mestre, car, si la nef se perdoit o sen perroit[10] pour aucuna aventura, ilz seront tenuz alesmandar,[11] sils ont dequoy;[12] mas si la nef estoit en lieu o ella se fusa amarrea de iiij. marees, adonc pourront bien yssir defors[13] et revenir per temps a lor nef. Cest le jutgament en tel cas.

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[1] *marchandisas*] darreis qui sont dedens, M.; deneyradas, L.

[2] *arreyres*] omitted, M. and L.

[3] *et lo mestre sont*] et lo mestre, omitted, M.; et lo mestre son, L.

[4] *il las devent men avoir*] ils les delvent bien aver, M.; eds las deven aver, L.

[5] *de viatge*] de veiage, M.; de viage, L.

[6] *adober*] adobber, M.; adobar, L.

[7] *sabeias*] salvez, M.; salvadas, L.

[8] *ob vita*] ou voide, M.; o vuyta, L.

[9] *deven*] deivent, M.; deveu, L. This word is written elsewhere devent, doivent, doyvent. Deven is the true Gascon or Catalan form of the third person plural, and deven is used throughout the Catalan version of the Consolat del Mar.

[10] *o sen perroit*] omitted, M.; o deperisse, L.

[11] *alesmandar*] à amender, M.; à l'esmendar, L.

[12] *silz ont dequoy*] omitted, M.; si aven de que, L.

[13] *mas si la nef estoit en lieu o ella se fusa amarrea de iiii. marees, adonc pourront bien yssir defors*] omitted, M.; mas si la nau es en loc ou fos amarrada de quatre amarrass, adonc poyran yssir deffora, L.

and they save as much as they can of the wines and the other merchandises;[1] the merchants and the master are in great dispute, and the merchants demand from the master to have their merchandises; they ought properly to have them, paying the freight for as much as the ship has completed of the voyage, if it pleases the master, and if the master will, he may properly repair his ship, if it is in a state to be soon repaired, and if not, he may have another ship to complete the voyage, and the master shall have his freight of so much of the merchandises as shall have been saved in any manner.[2] Add. MS. 10,146.

A ship departs from any port laden or empty, and arrives at another port; the mariners ought not to go out without leave of the master, for, if the ship is lost or damaged by any accident, they will be liable to make it good, if they have wherewithal, but if the ship be in a place where it has been moored with four cables,[3] then they may well go out and return betimes to the ship. This is the judgment in such case. 5.

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[1] *other merchandises*] The word "arreyres," which occurs in the French text, is difficult of interpretation. It is probably redundant, and may be a corruption of "darreis," which occurs in the place of "merchandises" in MS. M. and in other ancient MSS., and which is rendered by the Gascon word "deneyradas" in the Leghorn MS. The words "qui sont dedens" follow the word "darreis" in MS. M., and the Castilian version has the equivalent words "que la dicha nao trae."

[2] *in any manner*] that is, whether the master carries the goods onward to their destination in his own ship, or in another ship. The Norman and Breton versions of the Rolls contain some further provisions in the same article as to the equitable settlement of contracts for salvage services, which are also found in the Rutter of the See, and have been set out by the Editor at length in the Black Book of the Admiralty, p. 93, note [3]. These provisions are likewise incorporated into Article IV. of Cleirac's version of the Rolls, but they are wanting in the earliest and best MSS.

[3] *four cables*] The more ancient MSS. agree in requiring four cables to be laid out. The Norman and Breton versions require only two or three cables to be laid out, before the crew are at liberty to leave the vessel.

Add. MS. 10,146. VI. Mariners sen vont[1] a lur mestre, et il ya aucun deus qui sen yssent hors sans congie de lor mestre, et sen allerent[2] et furent contenus[3] et aucuns deus naffres,[4] le mestre nest pas tenu ales fere guarir ny alor pourveoir de rien, ans les puet bien mettre fors elever[5] autres en loc de lor o en loc de ly, et si costa plus que celuy le marinier le doit payer, si le mestre trouva riens deu son,[6] mas si lo mestre lenvoya en aucun service de la nef per son commandament, et il se blesast o nafrast, il doit estre garit sur le costages de la nef, et estre porvis.[7] Cest le jutiament en tau cas.

VII. Il ly avient que malaudia enfrent a ung des companhons de la nef, o a dos o a trois, en fasant lur service de la nef. Il ne put pas, tant es malaudes, estre en la nef, le mestre luy doit metre hors, et a luy pourveoir dun hostel,[8] et a luy baller pourveance et candelas[9] et luy balhar ung massip de la nef[10] per luy garder, o loer una fempna[11] qui prenga garda de luy, et luy doit pourveoir de tela vianda[12] cum lom usa en la nef, cest assaver de tant

[1] *sen vont*] se lowent, M.; se loguen, L.

[2] *sen allerent*] sen yvrent, M.; s'enivran, L.

[3] *furent contenus*] fount contek, M.; faran contenta, L.

[4] *naffres*] sount naufres, M.; son plagats, L.

[5] *elever*] e lower, M.; e logar, L.

[6] *riens deu son*] ren de soen, M.; ares deu son, L.

[7] *sur le costages de la nef et estre porvis*] et sauvez sur le costages de la nief, M. The text is broken off here in the Gascon MS., and the four following chapters are wanting.

[8] *a luy pourveoir dun hostel*] et le quere un hostel, M.

[9] *a luy baller pourveance et candelas*] lui bailler crescet ou chaundele, M.

[10] *luy balhar ung massip de la nef*] lui bailler un de ses valles de la nief, M.

[11] *fempna*] femme, M.

[12] *tela vianda*] tele viaunde, M.

Mariners hire themselves to their master, and there are some of them who go out [of the ship] without leave of the master, and get drunk,[1] and make quarrels,[2] and some of them are hurt, the master is not liable to make them be healed nor to provide them with anything, but he may well put them out [of the ship] and hire others[3] in their place or in his place, and if it costs more, the mariner ought to pay, if the master finds anything of his own, but if the master has sent him on any service of the ship by his order, and he wounds or hurts himself, he ought to be healed at the cost of the ship and be provided for. This is the judgment in such case. Add. MS. 10,146. 6.

It happens that a malady seizes one of the crew of the ship, or two or three doing their service to the ship. He cannot remain, so ill he is, in the ship. The master ought to place him out and to provide lodgings[4] for him, and to furnish him with provisions and candle, and to lend him a ship's boy[5] to watch him, or hire a woman to take care of him, and ought to provide him with such food as they use in the ship, that is to say, as much as he took when he was in health, and the master is not bound to provide him 7.

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[1] *get drunk*] s'enivront is the reading of all the best MSS.

[2] *make quarrels*] "Furent contenus" is probably a miswriting for faran contenta, which is the reading of the Leghorn MS. The Castilian version has "facen contiendas."

[3] *and hire others*] "E loer" should be read in the place of "elever."

[4] *lodgings*] The Castilian version has "una casa," and some of the Breton versions have "une maison." Hostel was a familiar term amongst mariners for a house where strangers were lodged.

[5] *ship's boy*] The Editor is unable to suggest any etymology of the word "massip," unless it was a slang term amongst Gascon mariners corresponding to "mousse" in French, which is said to be derived from the Spanish word "mozo," which is used in the Castilian version. This article is unfortunately missing from the Leghorn MS., and the more ancient MSS. have "un de ses vallés," or "un de ses vallettz."

Add. MS. 10,146. cum il prist tant il fut a sanete,[1] et non rien plus delicioses, le mestre nest pas tenu de provider,[2] sil ne soit ales despensas des mariniers,[3] la nef ne doit pas demourer pour luy, ans sen doit aller, et si garist, il doit avoir son loer tout aloue,[4] et sil muert sa fempna et sons parens le doyent aler pour ly querre.[5] Cest le jutgament en tau cas.

VIII. Una nef se part de Bordeu a de alhors, et avient cas que turmenta le prent en mer, et que ilz ne pevent eschapper sans giter fors de la choses de la gens.[6] Ilz las doivent moustrer aus marchans, et les marchans sil nya respondront lur volunte, et creent[7] bien la gitezon, pour aventure les rasons deu mestre sont las plus cleres; et silz ne le creent mie, le mestre ne doit pas lesser pource que il ne gicte[8] tant cum verra que men soit, jurant se et ses companhons sus les sants evangeliz, quant il sera venu a sauvete a terra, que il ne le fasoit mas pour sauver la nef et las autras marchandisas.[9] Ceus qui seront gite fors[10] doivent estre apreciees[11] au for que seront tenuz a sauvete, ny agrenhor for ny a menor, livra a livra entre les marchans, et doit partir le mestre et compter la nef et[12]

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[1] *tant il fut a sanete*] en sauncte, M. The Castilian version has "si sano fuese."

[2] *de provider*] a li quere, M.

[3] *a les despensas des mariniers*] a ses despenses, M.

[4] *tout aloue*] tout a long, M.

[5] *aler pour ly querre*] aver pour lui, M.

[6] *sans giter fors de la choses de la gents*] sanz jettre darreis et des vyns, M. The Bourdeaux MS. varies materially in this article from the Guildhall MS., with which the Castilian version accords.

[7] *creent*] greent, M.

[8] *gicte*] jette, M.

[9] *la nef et las autras merchandisas*] les corps et la nief et les darrees et les vyns, M.

[10] *gite fors*] jette hors, M.

[11] *apreciees*] a prisages, M.

[12] *et doit partir le mestre et compter la nef et son fret, sil sont chosa*] et y doit le mestre partir acontre sa nief ou son fret, a son chois, M.

with any food more delicate, except at the cost of the mariner. The ship ought not to tarry for him, but may sail away, and, if he recover, he ought to have his wages for the whole hiring,[1] and if he dies, his wife or relations ought to come and claim it for him. This is the judgment in such case. Add. MS. 10,146.

8. A ship departs from Bordeaux or from elsewhere, and the case happens that a storm takes the ship at sea, and that they cannot escape without casting over some of the goods on board.[2] They ought to shew them to the merchants, and the merchants, if there are some[3] who will state in answer their will, and agree well[4] to the casting over, the reasons of the master are the most clear, and if they do not agree, the master ought not to refrain from casting over as much as he shall see that it is good,[5] swearing himself and his crew on the holy gospels, when he shall have come to safety or to land, that he did not do it except to save the vessel and the other merchandises. Those [goods] which shall have been cast out, ought to be appraised at the market price of those which be brought to safety, not at a greater or less price, pound for pound, amongst the merchants, and the master ought to share and reckon the ship and the

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[1] *for the whole hiring*] This liberal scale of payment was subject to deductions for any expenses incurred by the master. According to the more modern version of the Rolls published by Pierre Garcie in Le Grand Routier de Mer, Garcie adds the words en rabatant le fret, si, le maistre luy a faict. The ancient Breton versions have "le prest" in the place of "le fret," which is the equivalent of the modern phrase le frais.

[2] *some of the goods on board*] "De la gens" is probably a miswriting for "de dedens." The Castilian version has "que lleva dentro en ella." This article is omitted in the Leghorn MS.

[3] *if there are some*] The context requires the conditional particle, and the reading should be, "s'il en y a qui respondront."

[4] *agree well*] "Greent bien" is the proper reading.

[5] *that it is good*] "Que bien soit" should be here read in place of "que men soit." The Castilian version has "que bien sea."

Add. MS. 10,146. son fret, sil sont chosa, pour restaurer le domage;[1] les mariniers doivent avor cascun ung tonel franc et lautre doit partir aus grenchs[2] segont soque il aura,[3] sil deffent en la mer come ung home; et se il ne se deffent mie, il navra riens de franchise, et en sera le mestre creus[4] pour sòn segrament.[5] Cest le jutgament en tau cas.

IX. Il advient que ung mestre de una nef coppa son mast per forsa de temps; il doit appeler les marchans, et a lor monstrer quil covient coper la mast pour sauver la nef et les marchandisas; et aucuna fois avient que lom cope caples[6] et leissent ancras[7] pour sauver la nef et las marchandises, ilz doivent estre comptes livra a livra comunaument,[8] et y doyvent partir les marchans et payer sans nulh delay, avant que lors marchandises soient mises fors de la nef; la nef estoit[9] endura seege;[10] et le mestre demorast pour lor debat, et il est orroison,[11] le mestre ne doit partir, ancois en doit avoir son fret de sons vins, cum il prendra des autres.[12] Cest le jutgament en tel cas.

X. Ung mestre duna nef vient a sauver a sa discharge il doit moustrer aux marchans les cordes ovec quil

[1] *pour restaurer le domage*] pour estorer le damages, M.

[2] *aus grenchs*] au get, M.

[3] *segont soque al aura*] solont que laura, M.

[4] *creus*] cru, M.

[5] *pour son segrament*] par son serement, M.

[6] *caples*] cables, M.

[7] *ancras*] autres, M.

[8] *comunaument*] comme get, M.

[9] *la nef estoit*] et si la nief estoit, M.

[10] *endura seege*] en dur siege, M.

[11] *il est orroison*] il le eust corisoun, M.

[12] *ancois en doit*] einz si doit, M.

[13] *son fret de sons vins cum il prendra des autres*] son fret come des autres darreiz, qi sount sauvez, M.

freight,[1] if he choose, for making good the damage; the mariners ought to have each one tun free, and the other ought to share in the getison [2] according as each shall have behaved himself on the sea as a man, and if he has not so behaved himself he shall have nothing of the franchise, and the master shall be believed for his oath. This is the judgment in such case. Add. MS. 10,146.

It happens that the master of a ship cuts his mast from stress of weather; he ought to call the merchants, and to show them that it is proper to cut the mast to save the ship and the merchandises, and sometimes it happens that the cables are cut and anchors left to save the ship and the merchandises; they ought to be reckoned pound by pound as in getison,[3] and the merchants ought to share and pay without any delay before their merchandises are discharged from the ship, and if the ship be on hard ground, and the master tarries by reason of their disputes, and there is leakage,[4] the master ought not to share [in the loss], but he ought to have his freight of their wines as he will have of the others. This is the judgment in such case. 9.

A master of a ship comes in safety to her [port of] discharge; he ought to show to the merchants the ropes 10.

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[1] *and the freight*] The majority of MSS. disconnect the freight from the ship, and have the disjunctive particle "or" instead of the conjunctive particle "and." Some doubts may arise as to which of the readings is correct. The Castilian version adopts the alternative form.

[2] *in the getison*] The word grenchs is evidently corrupt.

[3] *as in getison*] The Bordeaux MS. has the word comunaument, which is an idle phrase and indefinite. The English MSS. concur in using either the phrase "comme get" or "comme getison." "Como echazon" is the reading of the Castilian MS.

[4] *leakage*] The word "orroison," which is the reading of the Bordeaux MS., occurs in one other MS., namely Bodley MS. 462, which is an early MS. of the 14th century. Corisone or corisoun, which is the usual reading of the early MSS., is probably derived from "corir," to run or flow, and does not differ in meaning from "coullaison," which is the reading of Le Grand Routier de Mer. "Corrizon" is the reading of the Castilian MS. Cf. Black Book of the Admiralty, p. 101, note 2.

Add. MS. 10,146. guindera[1] et si il voit que il ya a esmender,[2] le mestre est tenu alesmender. Car si tonnel o pipa[3] se pert par deffaute deguinda o de guindatge,[4] le mestre est tenu alesmender luy et ses mariniers, et y doit partir le mester pour tant quil prent deguindatge,[5] et doit le guindatge estre mis a restaurer le domatge prumeyrament, et lo remanant[6] doit estre mis et party entre eus. Mas si les marchans dient que les cordes sont bonnes et belles, et ilz rompent, chascun doit partir deu domatge, cestassaver les marchans a cuy le vin sera[7] tant solament. Cest le jutgament en tau cas.

XI. Una nef est a Bordeu ou alhors, et leva sas velas pour arriver sons vins, et sen part, et naffient[8] pas le mestre et les mariniers si come ilz duissent lurs boccles,[9] et les prent mal temps en la mer en tella maneyra que lur fustalhe de laienes[10] en fonda touel o pippa, et la nef vieut a sauvete, et les marchans dient que lur fustalhe dedens a lur vins perdutz,[11] et le mestre dit que no fist, si le mestre put jurer luy et ses tres

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[1] *ovec quil guindera*] ove que il guidera, M.

[2] *que il ya a esmender*] qil a amendre, M.

[3] *tonnel o pipa*] le tonel, M.

[4] *par deffaute deguinda o de guindatge*] par defaute de garde ou de cordage, M.

[5] *pour tant quil prent deguindatge*] par taunt qil prent enguyndage, M.

[6] *remanant*] remanent, M.

[7] *a cuy le vin sera*] a qi les vyns sount, M.

[8] *naffient*] nasient, M.

[9] *lurs boccles*] lor boucle, M.; lor bocgla, L.

[10] *lur fustalhe de laienes*] la fustaille des leynes, M.; lor fustalha dedint, L.

[11] *lur fustalhe dedens a lur vins perdutz*] lor fustaille ad les vyns perdu, M.; lor fustalha delehns a perdut los vins, L.

with which he will hoist, and if he sees that there is something to repair the master is bound to repair them. For if tun or pipe is lost by default of the ropes or of the hoisting,[1] the master is liable to make it good himself, and his crew, and the master ought to share for as much as he receives for the hoisting, and the hoisting ought to be set to restore the damage in the first place, and the residue ought to be set and shared between them. But if the merchants say that the ropes are good and fair and they break, each ought to share the damage,[2] that is to say, the merchants to whom the wine belongs alone. This is the judgment in such case. Add. MS. 10,146.

A ship is at Bordeaux or elsewhere, and hoists sail to carry its wines, and departs, and the master and crew do not secure as they ought their bulkheads,[3] and bad weather takes them at sea in such manner that their casks in the hold[4] stow in a tun or pipe, and the ship arrives in safety, and the merchants say that the casks have destroyed their wines, and the master says not so; if the master can swear himself and three of his crew or 11.

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[1] *of the ropes or of the hoisting*] The word "guinda" means the hoisting tackle, and "guindatze" the process of hoisting. The latter word is subsequently used to signify the money paid for the hoisting.

[2] *each ought to share the damage*] "Each ought to bear his own loss" seems to be the intention of the article, so that it should be in harmony throughout.

[3] *bulkheads*] The word "boucles," which in its usual acceptation is unintelligible in this place, is probably the French translation of the English word "bulkheads," which are the planks or timbers which divide the hull of the vessel into compartments, and are necessary to prevent the cargo when properly stowed from shifting its place.

[4] *casks in the hold*] "Fustalha de "laiens," which is the reading of the Bordeaux MS., is probably a miswriting for "fustalha dedens," which occurs again a few lines below. Fustalha is evidently the Gascon equivalent of "fustallia," which Ducange interprets by the Latin word "dolia." It would appear to have been the practice in the wine trade between Bordeaux and London about this time for the owners of vessels engaged in that trade to find casks for the transport of wine, as part of the ship's furniture.

Add. MS. 10,146. companhons ou quatre deceulx, que les marchans esliront, que lur vins ne se perderent[1] pas pour lor fustalhe, si cum los marchans luy metont sus,[2] il en doient estre quitis et delivres; et silz ne veulent mie jurer, ilz doivent rendre aux marchans tot los dommatges, car ilz sont tenuz afier[3] lurs boccles et lurs eloers[4] bien et certanament[5] avant que ilz deiant departir[6] de lu ont ils le chargent. Cest le jutgament en tel cas.

XII. Ung mestre loa[7] ses mariniers, il les doit tenir en paix, et estre lor jutge si aucun deus endomage lautre;[8] per cuy et[9] met pain et vin a table, celui qui dementira[10] doit paier quatre deneys;[11] et si le mestre dement aucuns de ses companhons, doit paier viii. deneys; et si ya nulh qui demente lo mestre, il doit paier viii. deneys;[12] et si le mestre en fert[13] aucun de ses companhons, il le doit atendre lo prumey cop[14] cum de pung o de palme, et sil fert plas torner o deffendre[15] et si le mariner fert

[1] *perderent*] perdirent, M.; ne son pas perguts, L.

[2] *cum los marchans luy metont sus*] come les marchaunz lor mettrent sus, M.; si los marchans los meten sus, L.

[3] *afier*] a affier, M.; deffar, M.

[4] *lurs boccles et lurs eloers*] lour boucle et lours eslores, M.; lors bocglas, L.

[5] *bien et certanament*] ben et certainement, M.; bonas et certanas, L.

[6] *que ilz deiant departir*] quil se deivent partir, M.

[7] *loa*] lowe, M.; logua, L.

[8] *si aucun deus endomage lautre*] si il y a nul qen damage, M.; si l'un dampnage l'autre, L.

[9] *per cuy et*] par qei il, M.; et quant, L.

[10] *dementira*] dementira l'autre, M.; dementre l'autre, L.

[11] *deneys*] deniers, M.; deners d'estarlins, L.

[12] *et si ya nulh qui demente lo mestre, il doit payer viii. deneys*] et si ad nul qi demente le mestre, il deit paier atout comme le mestre, M.; omitted in L.

[13] *en fert*] enfierge, M.; fer, L.

[14] *lo prumey cop*] le primiere colee, M.; la primeyra colada, L.

[15] *torner o deffendre*] il se deit defendre, M.; ed si deu deffendre, L.

four of them, whom the merchants shall choose,[1] that their wines were not destroyed by the casks since the merchants stowed them under them,[2] they ought to be quit and set free, and if they are not willing to swear, they ought to render to the merchants all their damage, for they are bound to fasten their bulkheads and manholes[3] well and securely, before they ought to depart from the place, where they have laden [the ship]. This is the judgment in such case. Add. MS. 10,146.

12. A master hires his mariners, he ought to keep them at peace [with one another] and to be their judge if any one of them damage another; when bread and wine are set upon the table, he that shall give the lie [to another], ought to pay four pence, and if the master give the lie to any of his mariners, he ought to pay eight pence, and if anyone gives the lie to the master he ought to pay eight pence, and if the master strike one of the crew of the ship, the latter ought to support the first blow either of fist or of palm of the hand, and if he strikes any more he may defend[4] himself, and if the mariner strikes

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[1] *three of his crew or four of them, whom the merchants shall choose*] This is a form of compurgation which has some resemblance to the cyr-ath or chosen oath of the Anglo-Saxons, with this distiuction, however, that in the cyr-ath the plaintiff named the persons out of whom the defendant was to choose his compurgators.

[2] *stowed them under them*] The Editor has great doubts as to the meaning of the words, "si cum les "marchans luy metent sus." "Sur" is the reading in the Black Book of the Admiralty instead of "sus."

[3] *their bulkheads and manholes*] The Editor has again translated "boucles" as bulkheads. With regard to "estores" the word is not found in any glossary with which the Editor is acquainted. It is omitted in the Leghorn MS., and the Castilian MS. has a very different phrase, "e facer sus obras bien." The Editor has been induced to translate "estores" by the English word "manholes" chiefly from the circumstance that in the Maritime Law of Wisby and in the Jugemens de Damme the word "slote," which signifies a hatchway or manhole, is used in the corresponding articles.

[4] *he may defend*] The Bordeaux text, "torner est deffendre," admits of an easy translation, but there is a general accord of the French MSS. in the words "il doit se defendre." The Castilian version likewise is to the same effect, "el marinero se "puede bien defendar."

Add. MS. 10,146. le mestre[1] il doit perdre c. s. et le pung[2] au chois deus mariniers.[3] Cest le jutgament en tel cas.

XIII. Una nef sa freta a Bordeu o alhors et vient a sa charge,[4] toatge et petit lotmage[5] son surs les marchans en la costeira de Bretanha o son partit les dimans,[6] deseus[7] de Normandia et de Anglaterra puis que lom a passe Chaleis,[8] ceus Descosia puis que lom a passe Germannia.[9] Cest le jutgament en tel cas.

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[1] *fert le mestre*] fiert le mestre premier, M.; ffer lo mestre premeyrament, L.

[2] *il doit perdre cent sous et le pung*] ou les poins, M.; ed deu perdre cent sods o la punh, L.

[3] *au chois deus mariniers*] al chois du mariner, M.; al chois des mariners, L.

[4] *vient a sa charge*] vient a sa descharge et sont partie chartre, M.; ven assa carga, L.

[5] *toatge et petit lotmage*] toage et petite lodmanage, M.; toage et petit locmanage, L.

[6] *o son partit les dimans*] touz ceux qe lem prent puis qe lem ad passe les debatz ou sont petitz lodmang, M.; tots aquets que ont prent, puis que on passa les debats o soon petits lodmanages, L.

[7] *deseus*] et ceux, M.; aqueta, L.

[8] *Chaleis*] Caleys, M.; Trales, L.

[9] *puis que lom a passe Germannia*] puis que lem passe Gerneseye. Et ceux de ffaundrers puis qe lem passe Caleys, et ceux Descoce puis qe lem passe Gernemue, M.; puis qe hom passa Guerneunia, le aquets de Fflandres, puis Trales, L.

the master, he ought to lose one hundred shillings,[1] or [lose] his fist,[2] at the choice of the mariner. This is the judgment in such case. Add. MS. 10,146.

A ship is freighted at Bordeaux or elsewhere, and comes to her discharge, towage and petty pilotage[3] are [a charge] upon the merchants on the coast of Brittany, when they have passed the Isle de Bas,[4] those of Normandy and of England when they have passed Calais,[5] those of Scotland when they have passed Yarmouth.[6] This is the judgment in such case. 13.

[1] *one hundred shillings*] This sounds a large sum for a common mariner to pay, but it is the general reading of the older MSS., and has been adopted in the Castilian version, which has the words "cient "sueldos de la dicha moneda." In the Black Book of the Admiralty, p. 104, the fine is only cinq soulx, and Cleirac agrees in estimating at an equally low price the loss of a man's hand.

[2] *or his fist*] The reading of the Bordeaux text, which makes the penalties cumulative, is erroneous. There is a general agreement of the best MSS. in making the penalties alternative.

[3] *petty pilotage*] Coasting pilots are here meant, whose vocation it was to conduct vessels into or out of particular havens or rivers.

[4] *The Isle de Bas*] The reading of all the English MSS. is hopelessly corrupt in this passage. The Black Book of the Admiralty has "les debitez," which is equally wide of the mark. The Isle de Bas was a small island lying off that part of the Duchy of Brittany which was subject to the Viconte de Leon, as the immediate feudal lord, and to whom merchant vessels paid passing tolls. The scribe of the Castilian version seems to have been well informed, as he has adopted the words "que pasan la Isla de Bas en "Leon." The proper reading, as regards the locality, has also been adopted in the Jugemens de Damme (Jugement XIII.).

[5] *Calais*] There is clearly an error in the word "Chaleis" as the reading of the article stands at present, but the text is probably defective owing to a line being omitted by the scribe. Guernsey, it appears from other MSS., was the station where the coasting pilots were taken on board for vessels bound to Normandy or to England. Calais, on the other hand, was the station where vessels bound to Flanders called for pilots. The words omitted in the Bordeaux text before "Chaleis" are probably "Gernesaie, ceus "de Fflandres puis que lom a passe." This would agree with the reading of the Castilian MS.

[6] *Yarmouth*] "Germannia," which is the reading of the French text, is a mis-writing for "Gerneunia," which is the Gascon equivalent of Gernemutha, the town of Yarmouth, in Norfolk. The scribe of the Castilian MS. has gone altogether astray, as he has adopted the word "Artamora."

Add. MS. 10,146. XIV. Una nef est en ung convers[1] amarrea et estant[2] a sa maree, et una autra nef vient et fer la nef qui est a la peis,[3] en tella maneyra que la est en damnatge deu cop[4] que lautre nef luy a donnee, et il ya deus vins enfondres daucuns, le damnatge doit estre apriseis[5] et partir pour moitie[6] entre les deus nef, et les vins qui sont dedans les doas nefz[7] doivent partir le dampnatge entre les marchans; et le mestre de la nef qui a ferrua[8] lautra est tenuz a jurer luy et ses mariniers, que ilz ne le firent mie de gre. Et est raison pourquoy cest jutgament est fait, que una velha nef ferinst voluntiers en la nova[10] de una melhor, pour que doit aver lautra nef, si ela eust tot ses danmatges,[11] mas quant ela soit[12] que ela doit partir a la meite, ela se met volunters fors de la voia,[13] et cetera. Cest le jutgament en tau cas.

XV. Conecese se fet[14] en una nef entre le mariniers,[15] le mestre doit oster la toalha[16] de devant ses mariniers tres feis avant quil les commanda aller fors;[17] et si les mariniers offrent a fere la emenda a lagrat[18] des mariniers

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[1] *en ung convers*] en una cunvers, M. The article is omitted in L.

[2] *estant*] hastant, M.

[3] *una autra nef vint et fer la nef qui est a la peis*] un ancre neof crest en sa pees, M.

[4] *en tella maneyra que la est en damnatge deu cop*] la nief est a damage du coup, M.

[5] *apriseis*] prisagez, M.

[6] *et partir pour moitie*] et parti moite.

[7] *les doas nefz*] les deux niefs, M.

[8] *ferrua*] feru, M.

[9] *que una velha nef ferinst*] si est qe une vieille neof se mist, M.

[10] *la nova*] la voie, M.

[11] *pour que doit aver lautra nef si ela eust tot ses danmatges*] si ele tous ses damages pour quider au lautre nief, M.

[12] *soit*] siet, M.

[13] *ela se met volonters fors de la voia*] ele se voit voluntiers de la voie, M.

[14] *Conecese se fet*] Contek fet, M.; Contenta se ffa, L.

[15] *entre les mariniers*] entre le mestre et ses mariners, M.; entre le mestre et ses companhons, L.

[16] *la toalha*] la towaille, M.; la toalha, L.

[17] *quil les commanda aller fors*] quil les menge hors, M.; que lor comande aver for, L.

[18] *a lagrat*] al egard, M.; a l'esgard, L.

A ship is in a roadstead moored, and being at her mooring, and another ship comes and strikes the ship, which is at rest, in such a manner, that it is damaged by the blow, which the other ship has given to it, and there are wines stove in, the damage ought to be appraised and shared in moieties between the two ships, and the wines,[1] which are on board the two ships, ought to share the damage between the merchants; and the master of the ship, which has struck the other, is bound to swear, himself and his crew, that he did not do it on purpose. And the reason why this judgment is made is, that an old ship places itself willingly in the way of a better ship to strike the other ship, if it should have all its damages, but when it knows that it must share [the damage] in moieties, it places itself willingly out of the way, &c. This is the judgment in such case. Add. MS. 10,146. 14.

Contention[2] arises in a ship between the mariners, the master ought to take away the table-cloth[3] before the mariners three times before he orders them to go out [of the ship], and if a mariner[4] offers to make amends 15.

[1] *the wines*] This is rather a singular provision, that the cargoes should also be liable in moieties to make good the damage; but the same provision is found in the Jugemens de Damme (Jugement XV.).

[2] *Contention*] The word "conecese," which seems to be the reading of the Bordeaux MS., is probably an error of the scribe. Contek is the old French word, and contienda is the reading of the Castilian MS.

[3] *table-cloth*] "Oster la toalha" is probably a metaphorical expression for excluding a person from the dinner table. Las tobaias is the phrase in the Castilian version. It is hardly probable that where one kitchen a day was only allowed, and no wine at dinner, the ceremony of laying a table-cloth before each mariner was a necessary prelude to the dinner.

[4] *a mariner*] The singular number should be used here instead of the plural, so as to harmonise with the rest of the article.

Add. MS. 10,146. qui sont ala tabla, et le mestre soit tant cruel que il ne vulha[1] riens faire, et lomet fors le marinier, sen pot aler et seguir la nef requis[2] a sa descharge, et aver aussi bon loer cum sil y estoit venu dedans la nef, emendant le forfait dela garda dela tabla,[3] et si ainsi estoit que le mestre ne aust ausi bon marinier cum luy en la nef, et ela se perdroit per aucuna aventura, le mestre est tenu a restaurer[4] les daumatges de la nef et de las marchandises qui y seront, sil ya dequoy. Cest le jutgament en tau cas.

XVI. Una nef o doas o plus sont en una fauna[5] out il ya poi deua,[6] et si assetha[7] luna nef trop pres delautre, le mestre de cella nef doit dire aus autres mariniers "Senhors, leves vostra ancra,[8] car ella est trop pres "de nous et pourroit fere damnatge," et ilz ne la veulhent lever, le mestre pour eus et pour ses companhons la veulent lever et alhouer[9] de lui; et silz la tollent de lever,[10] et lautre[11] los fassa damnatge, ilz seront tenuz alesmender tot adonc;[12] et si ilz sont en ung faune qui asseche, ilz seront tenuz amectre balinguas alas autras,[13] que ilz ne se pegent au plain.[14] Cest le jutgament en tau cas.

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[1] *ne vulha*] ne voille, M.; non vulha, L.

[2] *requis*] des qes, M.; jusques, L.

[3] *de la garda de la tabla*] al egard de la table, M.; de la taula a l'esgart deus companhons, L.

[4] *a restaurer*] de rendre, M.; de restaurar, L.

[5] *una fauna*] une havene, M.; ung avre, L.

[6] *poi deua*] poi de eawe, M.; pauc d'aigue, L.

[7] *si assetha*] secche, M.; ensequa, L.

[8] *leves nostra ancra*] levez vostre ancre, M.; levas vostra ancra, L.

[9] *la veulent lever et alhouer*] la vont lever et esloigner, M.; la volan lonher ny levar, L.

[10] *la tollent de lever*] tolent a lever, M.; tolen la alevar, L.

[11] *et lautre*] et l'ancra, L.

[12] *tot adonc*] tout au long, M.: tot a lonh, L.

[13] *alas autras*] et autres, M.; als ancras, L.

[14] *qui ilz ne se pegent au plain*] qe ne partigent au plein, M.; que ne perguent au plen, L.

to the satisfaction of the mariners, who are at the table, and the master is so cruel, that he will not do anything, and puts the mariner out, he may go and follow the ship up to her [port of] discharge, and have as good wages as if he came on board the ship, making amends for the forfeit in regard to[1] the table, and if it should be that the master has not as good a mariner as him on board the ship, and it should be lost from any accident, the master is bound to make good the damage of the ship and of the merchandises, which may be on board, if he have wherewithal. This is the judgment in such case. Add. MS. 10,146.

16. A ship or two or more are in a haven[2] where there is little water, and a ship grounds[3] too near another, the master of this ship ought to say to the other mariners, "Sirs, raise your anchor, for it is too near to us and may "do damage," and they will not raise their anchor; the master for them and his men may proceed to raise the anchor and set it further from him, and if they fail to raise it, and the anchor does them damage, they shall be bound to make it good thoroughly, and if they are in a haven which dries, they shall be bound to put buoys to their anchors, which may not be visible[4] above the water. This is the judgment in such case.

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[1] *in regard to*] The reading of the French text "de la garda" is evidently a miswriting.

[2] *a haven*] The word "fauna" is rendered in the Leghorn MS. by the word "avre." The Castilian MS. has the word "puerto." It has been already translated "haven" in article III. above.

[3] *grounds*] The word assetha is probably a miswriting for assecha, signifying that the vessel was dry at low water.

[4] *which may not be visible*] The context rather requires the exclusion of the negative particle, as the anchors would be visible under ordinary circumstances, when the harbour was dry. Autras is evidently a miswriting for ancras.

Add. MS. 10,146. XVII. Les mariniers de la costa de Bretanha ne doivent aver que una cośina le jorn, pour la rason que ilz ont bevrage et avant et vinant;[1] et ceus de Normandia en doivent aver doas[2] le jour, pour le reson que le mestre ne lor trova que eau aler,[3] mas puis que la nef sera venue ala terra o le vin crest,[4] les mariniers doivent avoir bevratge,[5] et doit leur mestre lor querre.[6] Cest le jutgament en tel cas.

XVIII. Una nef arriva a sa descharga a Bordeu o alhors, le mestre est tenu adira[7] a ses companhons, "Senhors, fre-"teretz vous nos mariniers, o nous leres au fret de la "nef?"[8] Ilz seront tenuz a respondre lequel ils feront; et silz y leissent[9] au fret de la nef, al fret cum la nef aura ilz auront, et silz veulent aufreter pour eus, ilz doivent aufreter en cella maneyra que la nef ne soit demourant. Et si il avient que la nef ne trouva fret, la mestre na nulh blasme, et leur doit leur mestre monstrer leur rivas et lor loires,[10] et chascun marinier y pot mectre le pesant de son mareatge,[11] et silz y veulent mectre tonel de eua ilz en pourront bien mectre, et si sur gitezon sort en leur tonnel de eaue[12] soit gites en mer, il doit

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[1] *et avant et vinant*] en alaunt et en venaunt, M.; et anant et en vinant, L.

[2] *doas*] deux, M.; doos, L.

[3] *aler*] a lour aler, M.; omitted in L.

[4] *crest*] crest, M.; creys, L.

[5] *bevratge*] beverage, M.; bevrage, L.

[6] *querre*] quere, M.; sercar, L.

[7] *adira*] dire, M.; de dire, L.

[8] *freteretz vous nos mariniers, o nous leres au fret de la nef*] frettere vous a marrees ou liverees a fret de la nief, M.; fretes vous vous marres ou vous larres au ffret de la nau, L.

[9] *et silz y leissent*] et sils eslirent, M.; ayssi cum si agussan, L.

[10] *leur rivas et lor loires*] lour rives et lour leyre, M.; los renas et lo lere, L.

[11] *le pesant de son mareatge*] penser de lour mariage, M.; son meriage, L.

[12] *ilz en pourront bien mectre, et si sur gitezon sort en leur tonnel de eaue*] These words are omitted in M.; la pot ben mettre. Et si gitazon s'en fey et lo tonel d'aygua, L.

The mariners of the coast of Brittany ought not to have Add. MS. 10,146. 17.
but one kitchen a day, by reason that they have drink both going and returning,[1] and those of Normandy ought to have two kitchens each day by reason that the master only finds them water in going, but as soon as the ship arrives in the country where wine is made, the mariners[2] ought to have drink, and the master ought to find it for them. This is the judgment in such case.

A ship arrives and discharges itself at Bordeaux or else- 18.
where, the master is bound to say to his companions, "Sirs, do you freight your ventures,[3] or will you leave "them to us at the freight of the ship?" They are bound to answer which they will do, and if they leave them at the freight of the ship, they shall have such freight as the ship has, and if they wish to freight them for themselves they ought to freight them in such a manner that the ship shall not tarry [for them], and if it happens that the ship finds no freight, the master is not to be blamed, and ought to show them their fares and their berths,[4] and each mariner may place there the weight of his venture, and if they wish to place a cask of water, they may place it there, and if jettison takes place, and their cask of water is cast over into the sea, it ought to reckon for

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[1] *both going and returning*] En alant et en venant would be the correct reading.

[2] *the mariners*] that is, those of Normandy.

[3] *your ventures*] The reading of the Bordeaux MS., "nos mariners," is undoubtedly a miswriting. Vos marrees or vos marres is probably the correct reading, but neither form of word is found in any glossary, with which the Editor is acquainted. The word maree or its synonym seems here to denote the space on board ship allowed to each mariner to store his venture, if he chose to take part in the risk of the voyage instead of being paid for his services in money. "Quintalados" is the term adopted by the scribe of the Castilian version.

[4] *their fares and their berths*] The Editor has doubts as to the proper interpretation of the words "leur "rivas et lor loires." He has not been able to find them in any glossary. The Rutter of the Sea renders both terms into English by the single word "fare," which is another term for "venture."

Add. MS. 10,146. compter pour vin ou pour autras marchandisas livra a livra, si les mariniers se puissent deffendre rasonnablement en mer, et si ainsi soit que ilz fors gitent e aus marchans, cela franchise cum les mariniers auront doit estre aus marchans.[1] Cest le jutgament en tel cas.

XIX. Una nef vient a sauvete a sa descharge ; les mariniers veulent avoir leur fret, et il ya aucun deus qui non an nulha archa en la nef,[2] le mestre pot retenir de son loyer pour rendre la nef la ont il ait pris, sil ne dona bona caucion a fornir le voyage. Cest le jutgament en tel cas.

XX. Ung mestre duna nef loa[3] ses mariniers en la vila[4] dont la nef, est, et les loa 'les' uns a mareatge,[5] les autres a deniers, et ilz voyent que la nef ne pue trouver fret a venir en ses parties, et leur covient[6] aler plus loings, seus qui vont a mareatge la devent servir, mas ceus qui vont a deniers le mestre est tenu a leur croistre[7] leurs loers veua per veua et cors per cors,[8] per la rason que il les avoit loues atermine loer,[9] et silz chargent plus pres que lor covient fu,[10] ilz doivent aver lors loers prest enteyre,[11] mas doivent aider a rendre la nef la out ilz la prindrent, si le mestre vout[12] a lavantura de Diu. Cest le jutgament en tel cas.

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[1] *et si ainsi soit que ils fors gitent e aus marchans, cela franchise cum les mariniers auront doit estre aus marchans*] et si einsi est qe eux se fregettent as marchanz, M. ; et si causa es que se affrete aus marchans, tau franquesa cum los marineros auran, deu estre aus marchans, L.

[2] *non an nulha archa en la nef*] nount liche ne arche leinz, M. ; no aya leyt ne argua en la nau, L.

[3] *loa*] lowe, M. ; logua, L.

[4] *la vila*] la ville, M. ; la vila, L.

[5] *amareatge*] a mariage, M. ; a maryar, L.

[6] *covient*] covint, M. ; conven, L.

[7] *croistre*] crestre, M. ; creysser, L.

[8] *veua par veua et cors per cors*] vewe par vewe et corps par corps, M. ; per legua, corps per corps, L.

[9] *a termine loer*] a termine lieu, M. ; a terme degut, L.

[10] *lor covient fu*] le covenaunt fust pris, M. ; lo convent no fo pres, L.

[11] *lors loers prest enteyre*] tout lour lower, M. ; tot son loguer a lonh, L.

[12] *vout*] vient, M. ; o vou, L.

wine, or for the other merchandises, pound for pound, if the mariners reasonably exert themselves on the sea, and if it happens that they freight their fares to merchants, such franchise as the mariners have, ought the merchants to have. This is the judgment in such case. Add. MS. 10,146.

A ship arrives safe at her [port of] discharge. The mariners wish to have their freight, and there are some of them who have no chest[1] in the ship; the master may retain of their wages to take back the ship thither whence he brought it, if they do not give good caution to perform the voyage. This is the judgment in such case. 19.

A master of a ship hires his mariners in the town whereof the ship is, and hires some of them for the venture,[2] and others for money, and they see that the ship cannot find freight to come in those parts, and they agree to go further, those who go for a venture ought to follow, but those who go for money, the master is bound to increase their wages, kenning by kenning,[3] and course by course,[4] by reason that he has hired them [to go] to a certain place, and if they load nearer than they agreed, they ought to have their wages entire, but they ought to aid to take back the ship thither, whence they brought it, if the master wishes it, at the adventure of God. This is the judgment in such case. 20.

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[1] *chest*] Most of the ancient MSS. have words which signify in English "neither bed nor chest." The Leghorn MS. also has "qui no "aya leyt ny arqua en la nau." From this it would appear that the mariner brought his bed or cot on board with him.

[2] *the venture*] that is, on condition of being allowed to load on their own account a certain portion of the ship's hold.

[3] *kenning by kenning*] that is, from one headland to another headland in sight, see Black Book of the Admiralty, p. 115, note [5].

[4] *course by course*] The course was a technical term, being the distance over which a vessel might keep one and the same course without tacking.

Add. MS. 10,146. XXI.

Il advient que una nef est a bordeu o alhors, de cela cosina cum home usa en la nef les deux mariniers en porront porter ung mes[1] le dementres que ilz seront treuthes en la nef,[2] et de cel pin[3] cum il y aura ilz en doivent avoir segont[4] que ilz pourront manger a ung manger, mas deu bevratge[5] rens ne doivent avoir fors dedens la nef, et en doivent revenir prestament ainsi que le mestre ne perde les obras[6] de la nef; car si lo mestre les y perdoit et il en eust dommatge, ilz seront tenuz a lesmender,[7] o si ung dss companhons se blessa per besoing de aide, ilz seront tenuz alesmender au mestre et au companhon et a ceus de la tabla.[8] Cest le jutgament en tel cas.

XXII.

Ung mestre afreta sa nef a ung marchant et est devise[9] entre eus, et mis ung terme pour charger, et le marchant ne le tient pas, atent la nef[10] et les mariniers pour lespace de xv. jorns o de plus, et aucun seis[11] empart le mestre son fret et sa mession[12] par defauta deu marchant, le marchant est tenu alesmender au mestre, et en cella esmenda que sera feita[13] les mariniers auront leur quart, et le mestre la tierce part,[14] pour la raison que il les trouava tost.[15] Cest le jutgament en tel cas.

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[1] *ung mes*] un mes, M.; ung mes, L.

[2] *le dementres que ilz seront treuthes en la nef*] mais tant come il serrount trenchez en la nef, M.; dementre que seran trenchats en la nau, L.

[3] *pin*] pain, M.; pan, L.

[4] *segont*] soloun, M.; segond, L.

[5] *bevratge*] beverage, M.; bevrage, L.

[6] *las obras*] ses houres, M.; las obras, L.

[7] *lesmender*] al amender, M.; a l'emendar, L.

[8] *et a ceus de la tabla*] a ceux de la table, M.; aus companhons, L.

[9] *est devise*] es devisat, L.

[10] *atent la nef*] einz tint la nief, M.; ans lo ten la nau, L.

[11] *aucun seis*] ascune fois, M.; aucune vets, L.

[12] *sa mession*] sa messoun, M.; sa mession, L.

[13] *feita*] fait, M.; feyta, L.

[14] *la tierce part*] les trois parties, M.; las tres parts, L.

[15] *trouava tost*] troeve les coustes, M.; troba les costages, L.

It happens that a ship is at Bordeaux or elsewhere, of such kitchen as is used in the ship two of the mariners may carry on shore one mess[1] of the size that they be cut in the ship, and of that bread which they have, they ought to have as much as they can eat at one meal, but of drink they ought to have none, except on board the ship, and they ought to return shortly, so that the master lose not the earnings[2] of the ship; for if the master loses them, and incurs damage thereby, they shall be bound to make it good; and if one of the crew is hurt from want of help,[3] they shall be bound to make amends to the master and to the crew, and to those of the table. This is the judgment in such case. Add. MS. 10,146. 21.

A master freights a ship to a merchant, and it is devised[4] between them, and a term is fixed for lading, and the merchant does not observe it, and also detains the ship and the mariners for the space of fifteen days[5] or more, and sometimes the master loses his freight and his fine weather by default of the merchant; the merchant is bound to make compensation to the master, and of the compensation that is made the mariners shall have a fourth, and the master three parts, for the reason that he finds their expenses. 22.

[1] *one mess*] that is, two mariners going ashore were entitled to take with them as much meat as would be served as a mess for them both, if they took their meal on board.

[2] *the earnings*] "Obras" would literally be the labour or working (operam) of the ship. The Castilian version has "los haveres."

[3] *from want of help*] that is, from the vessel being short of hands in consequence of the absence of mariners ashore.

[4] *devised*] that is, there is a contract between them, or a charter-party.

[5] *fifteen days*] It would seem that fifteen days was allowable to the freighter of a ship, after which demurrage would become payable, divisable in fixed proportions between the master and the mariners.

Add. MS. 10,146. XXIII. Ung marchant afreta una nef et la charge et la met au chemin, et entre se la nef en ung port et demora tant que devert [1] luy faillent; le mestre pot bien envoier a son pais pour querre delargent mas il ne doit mie perdre son temps,[2] car sil le fesoit il est tenu arrendre au marchant totz les damnages quilz eurent, mas le mestre peut bien prendre des vins aus marchans et les vendre pour avoir son estaurament,[3] et quant la nef sera arivee a sa droita descharga,[4] les vins que le mestre aura prins devront estre afor mis,[5] que les autres seront venduz, ny agrenor for ny a menor, et aura le mestre son fret de ceulx vins come il aura des autres. Cest le jutgament en tel cas.

XXIV. Ung bateler [6] est locman duna nef, et est loes ales mener [7] jusques au port, out on le doit descharger. Il avient bien que en cest port y ait fermes,[8] out on met las nefs pour descharger, le mestre est tenu apourveoir sa forme,[9] luy et ses mariniers,[10] et mectre balinguas que ilz

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[1] *devert*] deniers, M.; los deners, L.

[2] *son temps*] temps, M. and L.

[3] *son estaurament*] son estorement, M.; son estor, L.

[4] *a sa droita descharga*] a droite descharge, M.; assa dreita descargua, L.

[5] *afor mis*] a foer mis, M.; mes al ffor, L.

[6] *Ung bateler*] un bacheler, M.; ung bacheler, L.

[7] *loes ales mener*] lowe del amener, M.; logat a l'amenar, L.

[8] *fermes*] afermez, M.; fermat, L.

[9] *apourveoir sa forme*] por purveoir sa forme, M.; percassar sa forme, L.

[10] *luy et ses mariniers*] lui et ses compaignons, M.; lui et sons mariniers, L.

A merchant freights a ship, and lades it, and sets it forth on its voyage, and the ship enters into a port and tarries there till money[1] fails him; the master may properly send to his country to seek for money, but he ought not to lose his time [of sailing], for if he does so he is bound to render to the merchant all damages which he may incur; but the master may well take of the wines of the merchants, and sell them[2] to procure provisions; and when the ship shall have arrived at her right discharge, the wines, which the master shall have taken, ought to be valued at the price[3] for which the others shall be sold, neither at more nor at less, and the master shall have his freight of those wines as he shall have of the others. This is the judgment in such case. Add. MS. 10,146. 23.

A young man[4] is pilot of a ship, and is hired to conduct it to the port where it ought to discharge. It happens that in this port there are closed parts[5] where they place the ship to discharge, the master is bound to provide her berth,[6] himself and his mariners, and to place buoys,[7] which shall appear on the surface, 24.

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[1] *money*] "Devert" in the Bordeaux text is evidently a mis-writing for "deners."

[2] *and sell them*] The modern practice of hypothecating the cargo, in case the ship should be of insufficient value, would appear to have been at this time unknown.

[3] *at the price*] that is, at the market price obtained at the port of arrival.

[4] *A young man*] The word "bateler" is peculiar to the British Museum MS. "Bacheler" is the general reading of the oldest MSS.

[5] *closed parts*] Probably closed with a chain stretched across, or with balks of timber at the entrance, the vessels remaining afloat. The Castilian MS. has "fosa a logar sabido."

[6] *her berth*] The phrase "sa forme" is probably a technical term. The Leghorn MS. has "sa fforma." The reading of the Castilian MS. is suggestive of a kind of dry dock with a sandy bottom.

[7] *buoys*] "Balingas" may here mean what are technically termed "fenders," to prevent a vessel when she is in her berth grinding against another vessel alongside of her. Cf. Black Book of the Admiralty, p. 121, note [1].

Add. MS. 10,146. ne puscant au plain,[1] que la forma soit bien balinguea que les marchans ne ayent dampnatge ; car silz avoient dommage le mestre est tenu alesmender, sil ne dit rason pour quoy il ne soit abbatu de sa raison, et le loctenant[2] a bien fait son devoir, quant il a amene la nef a sauvete jusques ala forme, quar jusques il negues[3] la devoit amener, et de celle hora[4] en avant[5] le feis[6] est sur le mestre et sus les mariniers.[7]

---

[1] *mectre balinguas que ilz ne puscant au plain*] y mettre bailignes qil preignent au plein, M.; y mettre balenges que ids perguen en plen, L.

[2] *le loctenant*] le lodman, M.; lo loucmand, L.

[3] *quar jusques il negues*] quar jesques illecques, M.; quar entro ad aquet loc, L.

[4] *et de celle hora*] omitted in M.; et d'aquera hora, L.

[5] *en avant*] et avant, M.

[6] *le feis*] les fees, M.; los facts, L.

[7] *sus les mariniers*] sur ses com paignons, M.; sobre los mariniers L.

so that the berth be well buoyed that the merchants shall receive no damage; for if they have damage the master is bound to make it good, if he cannot give reason why he should not; and the pilot[1] has well done his duty when he has brought the ship in safety up to her berth, for so far he ought to bring her, and from this time forth the trust is on the master and the mariners. Add. MS. 10,146.

[1] *the pilot*] It would appear that the pilot was responsible for the safety of the ship until she was in her berth, after which the master and mariners were responsible that she did not shift her position.

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LES BONS USAGES ET LES BONNES COSTUMES ET LES BONS JUGEMENZ DE LA COMMUNE D'OLERON.

THE GOOD USAGES AND THE GOOD CUSTOMS AND THE GOOD JUDGMENTS OF THE COMMUNE OF OLERON.

LES BONS USAGES ET LES BONNES COSTUMES ET LES BONS JUGEMENZ DE LA COMMUNE D'OLERON.

[fol. 1.] Pere Roberz, Sire Andre Bicharz, Sire Pere Darceaus, Sire Helies Darceas, Sire Pere Gauter, Don Iohan Roberz, et maint autre prodome[1] borgois, que gardeiant et mainteniant les bons usages et les bonnes costumes et les bons iugemenz de lor ancesors, qui tau sunt oblamandement[2] aprove quil i ont apres fet, si com vos orrez en cest present escript segant que li diz maires[3] fist compiler et aioster par Guillaume Guischos, adonc clerc de la commune doleron.

Chapitre i. De la cort au mayor.

En la cort au mayor silom est citez a ior, li iorz nest souceanz sil nest de lespace de vii. iors. Si li citez demande ior de conseil[4] il laura de vii. iorz, si [fol. 1. *b.*] donques nest hom erranz a cuy hon deit faire dreit pie estant por tote choze et sil demandet conseil[5] de la cort, il laura, et li donera raisonable salere.

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[1] *prodome*] prudhommes.

[2] *oblamandement*] ob lo mandement, *i.e.*, ove or avec le mandement.

[3] *maires*] The nominative case singular of the substantive, of which mayor or mair was the genitive and accusative.

[4] *jor de conseil*] Consilium seu Dies Consilii, qui concedebatur reo, ut ei de actori respondendo caveretur: Ducange. The phrase "jor de "conseil" is frequently used in Le Conseil de Pierre de Fontaines, the earliest text-book of French law.

[5] *conseil*] an adviser as to the law, not a pleader, who was termed raisonner.

THE GOOD USAGES AND THE GOOD CUSTOMS AND THE GOOD JUDGMENTS OF THE COMMUNE OF OLERON.

Pierre Roberz, Sire Andre Bicharz, Sire Pierre Darceaus, Sire Helias Darceas, Sire Pierre Gauter, Don Johan Roberz,[1] and divers other prudhommes burghers, who keep and maintain the good usages and the good customs and the good judgments of their ancestors, which have been with their authority approved, and have been hereinafter reduced into writing, according as the said mayor[2] has had them compiled and adjusted by William Guischos, at present clerk of the commune of Oleron.

Chapter i. Of the court of the mayor.

In the court of the mayor if a person is cited for a certain day, the time is not sufficient, if it be not after the space of seven days. If the party cited demands time for consultation, he shall have seven days allowed him, unless he be a man passing on his way, to whom justice ought to be done forthwith[3] for everything, and if he demand counsel from the court, he shall have counsel, and shall pay a reasonable fee.

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[1] *Don Johan Roberz*] The six persons specially named would appear to be the mayor and five of the prudhommes. It may be inferred from the names of the prudhommes mentioned here and in chapter lxv. that they were by status the chiefs of the commune.

[2] *the said mayor*] Pierre Roberz is probably meant, whose name stands first in the list.

[3] *forthwith*] The Editor has not met with the phrase "pié estant" in any glossary. "Foot-standing" would be the literal translation. In English law the phrase pie-poudres, pi-powders, as applied to the court of dusty feet, which met daily to administer law to passing strangers, would be somewhat analogous.

¶ Si la plainte est de fonz de terre,[1] et olen seit guarde demandee, ele ensera donee de vii. iors, et apres ert li plaiz par lespace dautre vii. iorz.

¶ Si la plainte[2] defaut de la guarde mostrer, li mayres ya v. sols de guages; si licitez[3] defaut de veer la guarde, il nen aura ia plus guarde, mes il nen rendra ia autre guage. Si li citez deffent que onques ne fut citez, o lert cregu au citeor, et sil est çonvencuz par lo garentage au citeor ou en autre manere, li citez ert en la merci au mayor de lix. solz dangeuins.

[fol. 2.] ¶ Si li citez ou la plainte liquaucunques seit[4] convencuz on plait de fonz de terre, il est en la merci au maior de lix. sols dangeuins.[5] Si li citez o la plainte, li quaus qui seit, convencuz en plait de fonz de terre, il est en la merci dau mayor de lix. sols en quauque manere que la choze apparechet davant lou mayor, ou par prove ou par conoissance, et par ceu se devent apleger[6] li demanderes et li defenderes, quar si li vns ou li autres nesteit pas de la comune, et li vns fust convencuz de plait de fonz de terre, li maires ne lo poyret pas peignorer par son gage par ceu que il ne sereit pas de la commune. Li mayres dera terme de vii. iors a payer la depte qui sera conegue par dauant [fol. 2. b.] luy, et si adomques ne paiet li deptres la dite depte au chief daus vii. iorz, li maires fera bailler de la

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[1] *fonz de terre*] Fonz is a Gascon word from the Latin fundus, signifying landed estate of any kind. La plainte is here used in the sense of claim or demand.

[2] *la plainte*] the plaintiff.

[3] *licitez*] li citez, the defendant.

[4] *liquaucunques seit*] li quaucunque seit. Another form occurs three lines below.

[5] *dangeuins*] d'Angevins, shillings of Angers, money struck at Angers by the kings of England, as counts of Anjou.

[6] *apleger*] from the Latin applegiare to produce pledges.

¶ If the suit is in respect of an estate in land, and a summons be demanded, it shall be granted with an interval of seven days, and the plea shall be filed seven days afterwards.

¶ If the plaintiff fails to serve the summons, the mayor has a fine of five shillings; if the party cited fails to regard the summons, he shall have no further summons, but he shall not pay any fine. If the party cited contends that he has not been cited, faith shall be given to the summoning officer, and if he is convicted by the warranty of the summoning officer, or in any other manner, the person cited shall be liable to pay a fine, at the discretion of the mayor, not exceeding fifty-nine shillings in money of Angers.[1]

¶ If the party cited, or the plaintiff, whichever it may be, is convicted in a suit respecting land, he is at the mercy of the mayor to pay a fine not exceeding fifty-nine shillings in money of Angers. If the party cited, or the plaintiff, whichever it may be, is convicted in a suit respecting land, he is at the mercy of the mayor to pay a fine not exceeding fifty-nine shillings in money of Angers, in whatever manner the matter is made apparent before the mayor, whether it be by proof or by recognition; and the plaintiff and defendant shall give sureties[2] for this, for if the one or the other are not of the commune, and the one be convicted in a suit respecting land, the mayor could not levy upon him for his fine, because he will not be within the commune. The mayor shall assign a term of seven days to pay a debt which has been recognised before him, and if thereupon the debtor does not pay the said debt at the end of seven days, the mayor shall cause to be delivered[3] to

[1] *Angers*] The use of this money implies that Oleron was still subject to the Kings of England.

[2] *sureties*] The word plegius is used in the same sense in early English law books for a person, who pledged himself to produce a given thing or its value in court.

[3] *delivered*] in other words, shall distrain.

choze au deptre tant au creencer qui vaudra ses devers ou plus. Et quant li creencers aura guarde les guages par lespace de vii. iors, li maires comandera au creencer quil vendet les gages desus diz a la veue de son commandement; et si li dit gage ne valent tant com la depte monte, li maires li fera bailler daus gages dau deptor tant qui vaugent lo remaignent de la depte au creencer, et lo sur plus que vaudrant li guage sera rendu au deptor.

Chapitre ii. Des guarenz.

¶ Si hom avouet guarenz davant lou mayre, eles seront oyes et convent que eles seent de la comune, nesmayns [1] par vsage i recet hon ben autres que lon [fol. 3.] conoyschet estre leyaus genz, et si li garent ne volent venir par celuy qui les avouet, si eles sunt de la commune, li mayres les deit contraindre de venir, neis encore si cilz qui les trait nest pas de la commune, et si les garenties ne sunt pas de la comune et eles ne vougent [2] venir par lo mayor, li mayres ypuet metre tau conseil, qui se il se clamet apres a luy daucun de la commune il nelen fera ia dreit, ou se il on feit il len pue t deloigner iuquez il ait fet amande a celuy, qui lo avoot aguarent dau demage, sil lia recegu par defaute de son garentage. Si la plainte defaut davant lo mayre ou mest son plaint en pouz [3] sanz lezer do [fol. 3. b.] mayor, li mayres nia point de gage. Mas se il se clamet derrechef,[4] li mayres li pout parloigner [5] son plait decique il ayt rendu son gage de la defaute. Si li citez deffaut ob garantie qui seist citee davant lo mayre, li mayres ya v. sols degage de quaucunque choze que li plaiz

[1] *nesmayns*] neammoins, nevertheless.

[2] *vougent*] another form of vaugent, will not.

[3] *en pouz*] These words are elsewhere written "en pos," with the same verb mettre, in the sense of sub pedibus mittere, to let drop.

[4] *derrechef*] de rechief, de nouveau, Roquefort.

[5] *parloigner*] the same as deloignor, prorogue.

the creditor as much of the property of the debtor as will satisfy the debt in money or more. And when the creditor shall have held the securities for more than seven days, the mayor shall order the creditor to sell the securities aforesaid in virtue of his order; and if the articles distrained are not worth so much as the debt amounts to, the mayor shall authorize a further distress to be made upon the goods of the debtor for as much as the remainder of the debt amounts to, and the surplus of the goods distrained shall be repaid to the debtor.

Chapter ii. Of warrantors.

¶ If one vouches a warrantor[1] before the mayor he shall be heard, and it is proper that he be of the commune, nevertheless by usage others are properly received, who are known to be loyal people; and if the warrantor is not willing to come for him who has vouched him, if he is of the commune the mayor ought to constrain him to come, even if the party who requires him to come is not of the commune, and if the warrantor is not of the commune, and he is not willing to come before the mayor, the mayor may make this order, that if he sues any person of the commune before him, he will not administer justice to him; or if the mayor does not absolutely refuse justice to him, he may delay justice until he has made amends to the party who had vouched him as a warrantor, for the damage, if he has incurred any from default of his warranty; and if the plaintiff makes default before the mayor, or lets drop[2] the suit without leave of the mayor, the mayor has no fine; but if he brings a suit a second time, the mayor may prorogue his plea until he has paid a fine for his default. If the party cited makes default with the warrantor, who has been cited before the mayor, the mayor shall levy a fine of five shillings, whatever may be the matter

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[1] *vouches a warrantor*] Vouche à garant is the phrase usual in Britton, I. p. 57, 116.

[2] *lets drop*] The translation is conjectural.

seit. Si li deffenderes est convencuz, il est en la merci dau mayor de lix. sols, sau tant que se il conoyt sanz nulle deffense ou neya poynt de gage, mas rendra sa demande au demandeor, si donques li plaiz nest de baton,[1] et sil est de baton et li citez seit convencuz par sa conoysance ou par garenz, la plainte ya v. sols damande, et li mayres cinquante et neuf sols de gage, si donques nest honeste persone cil qui aura este batuz, [fol. 4.] et sil est honeste persone, lamande sera iugee a la volonte dau mayre et daus esqueuins segont lou baton, qui aura este faiz.

Chapitre iii. Quant recors de cort est demandez.

Si recors de cort est demandez devant lou mayor, il ert donnez encore neis[2] de ceu qui aureit este feitz en autre cort, dont la cort fust faillie[3] davant lo mayor. Mas il sereit oiz de lautre cort, et ceu fait et iuge on plait de Arnaut Darceaus et de Pere Durant dau Maresdous sur chozes, qui aveent este menees davant le prevost, dont la cort esteit puys venue davant lo mayor, et par esguart de la cort au mayor fut oyz le recort dau prevost. Vns esqueuins vaut doues garenties, [fol. 4. b.] por ceu que yl a fait dous saygremens[4] a la comune.

Chapitre iv. Quant li deffenderes

¶ Si la plainte ne avoet en sa demande garenties, ne recort, ne de prodeshomes, ne autre prove, li deffenderes passera o son saigrement de sey ou de son mesage[5]

[1] *baton*] a contraction probably of batison, action de battre, Roquefort.

[2] *encore neis*] encore moins.

[3] *faillie*] The meaning of this word has been inferred from the context "puys venue."

[4] *dous saygremens*] deux serements.

[5] *son mesage*] message, procureur, celui qui est charge des affaires d'un autre, Roquefort.

of the suit. If the defendant is convicted, he is at the mercy of the mayor to the amount of fifty-nine shillings, saving that, if he admit that he has no defence or has no security, he shall render to the plaintiff his demand, if the plea is not one of battery; and if it is of battery, and the party cited be convicted by his recognizance or by warrantors, the plaintiff shall have five shillings compensation, and the mayor fifty and nine shillings fine, if the person who has been assaulted is not a person of condition, and if he be a person of condition, the compensation shall be adjudged at the discretion of the mayor and of the echevins,[1] according to the assault which shall have been made.

Chapter iii. When a record of the court is demanded.

If a record of the court is demanded before the mayor, it shall be given, except it be of that which shall have been done in another court [in a matter] of which jurisdiction has devolved on the mayor. But it shall be heard by the other court, and this was done and adjudged in the suit of Arnaut Darceaus and Piere Durant of Maresdous, upon matters which had been brought before the provost, of which the jurisdiction afterwards devolved on the mayor, and by the order of the court of the mayor, the record of the provost was heard. An echevin is equivalent to two warrentors, because he has made two oaths [2] to the commune.

Chapter iv. When the defendant shall pass with his oath.

If the plaintiff does not vouch in support of his claim warrantors, or record, or prudhommes, or other proof, the defendant shall be acquitted upon the oath of himself or his agent, the more so if he maintains "it

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[1] *echevins*] The Editor has retained the French word echevin throughout the translation. The term sheriff would be an inadequate translation, as the echevins were judges, corresponding to the scabini of the Germanic courts.

[2] *two oaths*] as prudhomme, and again on his election as echevin.

passera o son saigrement.

encore neys se il deffent ensi ceu nest pas vers que ge sache. Et ceu fut iuge on plait de Sire Giraut Dastingues et de Pere de Solac. Et de refiance[1] dau saigrement faire dau premer dialuns[2] que sera empres lou plait en xv. iorz, et se il dit quil nen puet doner fiances yl plevira[3] sa fey que nen puet doner fiances, et que yl sera au ior dau saigrement fere, et se il deffaut dau saygrement fayre yl est convencus de la demande et det a la plainte v. sols de gage, et en est en la merci [fol. 5.] envers lou mayour de lix. sols, et encore neys, si en fait paiz ou li est mis en pos sanz lou lezer dau mayor, yl est en meisme merci.

Chapitre v. Quant la plainte defaut de saigrement prendre.

Si la plainte deffaut dau saigrement prendre il pert sa demande, mas li mayres nia point de gage sur luy, si donques nia envolope[4] deffensse on plait. Si cum issi, tu me dez v. sols de loer de mon chevau que ge te loay, et li deffenderes dit, ge ne te dey pas les v. sols, car tu me prestas lou chevau, or est iuge que la plainte dit, ge deffent que ge ne te prestay pas lou chevau, or est iuge que la plainte, qui deffent lou prest, deit feire i. saigrement.

Chapitre vi. [fol. 5. b.] Quant le defenderes defaut de saigrement prendre.

¶ Si cilz, qui le deit recever deffaut, il est convencuz de la demande et est en la merci daus diz gages de v. sols et de lix. sols, et si tot recet lou saigrement, si est il en meisme merci, par ceu que il lia fet iurer la soe choze que il liavet deffendu premerement.

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[1] *refiance*] This is probably miswritten for refuiance.

[2] *dialuns*] This word occurs lower down in the MS. The Editor has not been able in either place to divine its exact meaning.

[3] *plevira*] plever, engager, Roquefort.

[4] *envolope*] This word is probably miswritten.

"is not true, as far as I know." And this was adjudged in the suit of Sire Giraut Dastingues and Pierre de Solac. And on the refusal[1] of the first to take the oath, the suit shall proceed in fifteen days; and if he says that he cannot give securities, he shall pledge his faith that he cannot give securities, and that he will be there on the day to take the oath; and if he fails to take the oath, he shall be convicted of the demand, and shall owe the plaintiff five shillings penalty, and shall be at the mercy of the mayor to the amount of fifty-nine shillings; and still more if he makes peace, or lets the suit drop without the permission of the mayor, he is subject to the same amount of fine.

Chapter v. When the plaintiff fails to take the oath.

If the plaintiff fails to take the oath he loses his claim, but the mayor has no right to fine him unless he has undertaken[2] to reply to the plea. Thus, if he says, "You owe me five shillings for the hire of my horse, which "I let to you," and the defendant says, "I do not owe "you the five shillings, for you lent me your horse; thereupon it is adjudged that the defendant must say, "I deny that I lent you the horse;" therefore it is adjudged that the plaintiff, who denies the loan, ought to make oath to that effect.

Chapter vi. When the defendant fails to take the oath.

¶ If he who ought to receive the oath makes default, he is convicted of the demand, and is at the mercy [of the mayor] for the said fines of five shillings and of fifty-nine shillings; and if he receives the oath he is at the same mercy, because he has made him swear the thing to be his, which he had at first denied.

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[1] *refusal*] The meaning of the passage is open to some doubt, as what follows is rather inconsistent with the suggested translation.

[2] *undertaken*] The translation is conjectural, but the sense of the paragraph is obvious.

Chapitre vii. De fons de terre.[1]

Si en plait de fonz de terre demande li citez finement de lignage, il lo deit aver, mais yl deit nomer lo lignage. Si femme est citee davant lo mayor et ele ayt mariz, il en aura la cort se il est raigne,[2] et si li mariz nest on pais yl sera atenduz par xl. iors et non plus.

Chapitre viii. De heritage[3] baille a cens.

¶ Si heritages est baillez a cens, li lignages lou puet retenir ausi cum achat, mas ceu nest pas de lanciene costume.

[fol. 6.]

¶ En achat si est ensi, li achateres deit semondre lou lignage que li pait ses deners dedens vii. iors, et si adomques lo lignages li payet, yl puet retenir la choze vendue, mas si adomques na payet, il ni a point de recousse, et la recousse deit estre faite en tau manere, quar cil qui veost recoyre deit mostrer les deners touz en apert, et deit dire, si eci na assez deners, ge vos forniray mayntenant toto vostre paye.

¶ Si aucuns dau lignage est fors dau pays, apres ceu que yl vendra yl puet rescoyre la choze dedenz vii. iors, mais si esteit plus de i. an et i. ior sanz deffensse fait,[4] preiudice mas ore ne fait pas entre parenz, et ceu nest pas de lanciane costume, quar la chartre de la franchize nen excepte negun.

[fol. 6. *b.*]

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[1] *fons de terre*] In the Glossaire du Droit Français par De Laurière it is said, L'auteur du Grand Costumier et autres anciens ont prit les termes "Fonds de terre," pour le premier cens, appellé dans les anciennes chartres, fundus terræ.

[2] *raigne*] from the Latin ratiocinari.

[3] *heritage*] Nous apelons, says Pierre de Fontaines, ch. xxxiii. c. xii., héritage toutes les teneures et totes les droitures qui nos eschèent de père ou de mère, ou de autres personnes de nostre lignage, nis les conquez qu'il firent : mès muebles et chateus n'apelons-nos pas héritage, encore nos soient il chéu des devant dites persones per prometre.

[4] *fait*] The following words are added at the side of the text, "il nia "point de recousse quai tengue de "1 an et 1 ior."

If in a claim of landed estate the party cited demand a complete pedigree, he ought to have it, but he ought to specify the pedigree. If a woman is cited before the mayor, and she has a husband, he shall be heard in court, if he is there to defend himself, and if the husband is not in the country he shall be waited for during forty days and no more.

Chapter vii. Of landed estate.

¶ If estates are held at a chief rent, the heir may retain them, in case they are purchased, but this was not the ancient custom.

Chapter viii. Of a heritage held at a chief rent.[1]

¶ In a purchase the matter stands thus:—The purchaser ought to summon the heir[2] that he may pay the [purchase] money within seven days; and if the heir pays the money, he may retain the thing sold, but if he thereupon does not pay the money, he has no means of recovering the property, and the recovery ought to be made in this manner, for he who wishes to recover the property ought to exhibit all the money openly and ought to say, "If there is not here sufficient "money, I will furnish you immediately with all that "you have paid."

¶ If any of the lineage is out of the country, after that he returns, he may recover the thing within seven days; but if he be more than a year and a day without making objection, it is fatal to his claim, but not amongst relations; and this is not according to the ancient custom, for the Charter of the Franchise[3] makes no exception of any person.

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[1] *chief rent*] Cens was a charge upon land in the nature of a chief rent to the lord, as distinguished from land held à terrage, that is, on payment of a certain portion of the crops.

[2] *the heir*] The heir of the tenements had a right of pre-emption within seven days.

[3] *the Charter of the Franchise*] This was probably a very ancient charter, long prior to that of queen Eleanor.

Chapitre ix. Qui ne desacuset[1] ses garens lou ser auant.

Si cil qui avoet garenties dit en tau manere quant li iorz li ert assignez, ge y auray ceu que ge porrray, si au ior assigne yl nen trait negune garentie et avant le ior ne les desacuse, yl est en defaute de sa prove et pert sa demande. Et sun dit[2] en tau manere on ior au mayor, se ge ne puys aver mes garens au ior assigne, repetez[3] les moy avenir si tot ne les ha au ior assigne, il nest pas ainz les contraindra li mayres si cum desus est dit, et si ne sunt ou pays les garenties, eles seront attendues par xl. iorz, et non plus.

¶ Si li traieres daus garenties les traiet[4] au ior assigne, [fol. 7.] et li aversayres ni seit mie ne ne se seit desacusez soceablement,[5] li traieres ha gaigne sa demande et li averseres est conveincuz sanz ceu que ia seent oies les guarenties. Ne li guarenz nont nule renz de celuy qui les ha trait, ne iornees, ne despens.

Chapitre x. Dome trove en malefaite.

Si home est trovez en male faite il nen rent point de gages, mes amande la male faite[6] a lesme et a la veue des prodeshomes, et si tant est que cil, qui le trobet en la male faite, li vost oster sa pignore et il la deffent, lautre la li puet oster par force en tirant et en enpaignant[7] sanz luy autrement batre; et si li maufaiteres force la pignore, yl deit rendre a lautre v. [fol. 7. b.] sols de gage, et au seignor cuy envendra la clamor, se il est li mayres, lix. sols.

Chapitre xi. De bestes qui sont

Si bestes cheualines, si cum cheuau, egues[8] anes et anesses, muls et mules, et autres bestes cheualines sont

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[1] *desacuset*] dis-accuse, that is, excuse.

[2] *sun dit*] s'on dit.

[3] *repetez*] repitez, accordez un delai, Roquefort.

[4] *traiet*] from the Latin tradere.

[5] *soceablement*] sufficiently.

[6] *male faite*] Cf. Les Coutumes de Beauvoisis, ch. xxx. and ch. lii.

[7] *enpaignant*] enpoignant.

[8] *egues*] The word should be written eques, from the Latin equa, a mare.

If he who vouches a guarantee says in this manner, "When a day shall be assigned to me I will produce "him if I can;" if on the day assigned he produces no one as a guarantee, and before the day has not excused him, he is in default of his proof, and loses his claim. And if a person has said in this manner on a day to the mayor, "If I cannot have my guarantee on the day "assigned, respite him for me to a future day if I cannot "produce him on the day assigned," the mayor will not then constrain him as above, and if the guarantee is not in the country he shall be waited for during forty days[1] and no more.

Chapter ix. He who does not excuse his guarantee beforehand.

If the producer of the guarantee produces him on the day assigned, and the adversary has not at all or has not sufficiently excused himself, the producer has gained his demand, and the adversary is convicted without the guarantee being heard. And the guarantee has nothing from him who produces him neither journeys nor expenses.

If a man is taken in trespass, he shall escape without a fine, but he shall make compensation for the trespass at the valuation and view of the prudhommes, and if it be, that he, who took him in the trespass, seeks to take from him a pledge, and he resists, he may take it by force in dragging him along and in keeping hold of him without otherwise beating him, and if the trespasser forces away the pledge, he ought to restore to the other five shillings fine, and to the lord before whom the complaint is made, if he is the mayor, fifty-nine shillings.

Chapter x. Of a man taken in trespass.

If beasts of the horse kind, such as horses, mares, male asses and female asses, male mules and female

Chapter xi. Of beasts which are

[1] *forty days*] An essoin de ultra mare simply, as for a common pilgrimage to Rome or to St. James, was allowed in the English courts for the period of forty days and one flood and one ebb of the sea. Britton, ch. vii. § 4.

trovees en male faite. trobees en malefaite. Si eles sunt enpaitrees cil cuy aura este faite la malefaite aura sus chescune beste v. sols de gage, ou li ert amandee la malefaite par lesme[1] et par la veue de prodeshomes, lou quau yl vodra, mas il mostrera premerement par lo saigrement de sey ou de son mesage ou vii. iorz qui li ert assignez ou plait, or il trouba la beste faisant la malefaite. Mas sil ne puet mostrer la malefaite present ni par prodeshomes [fol. 8.] qui laient avant veue enquauque manere que ceu seit, si cum si a este fait empre,[2] et li prez seit fauchet[3] ainz que ait este veue la malefaite, ou enquaucunque manere que seit que ne paresche[4] la malefaite si que ne puchet estre veue, li apelez en ert quiptes de la demande, et ceu fut feit on plait de Bonin Durant et de Guillame Durant.

¶ Si li sires de la beste la veaut affiancer, li querelans en deit ben prendre fiances aus costumes dau pais, e est atendre que la fiance est tengue, que li sires de la beste facet dreit au claim de la malefaite a lesgart dau pais, qui est taus. cum vos avom desus dit.

Chapitre xii. [fol. 8. *b.*] Des amandes de bestes.

En totes maneres de bestes, se il ya garde qui les guardet et eles entrent en male faite et isont prises, e les rendent autre tau dreit cum les empaitrees[5] et li

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[1] *lesme*] l'esme. From the Latin æstimatio.

[2] *empre*] en pre, from the Latin prædium.

[3] *fauchet*] from the Latin falx.

[4] *paresche*] parer, paroitre, Roquefort. Apparechet occurs below.

[5] *enpaitrees*] empestrees, from the Latin impedire, se laisser prendre en piège, Roquefort.

mules, and other beasts of the horse kind, are found trespassing, if they be trapped,[1] he against whom the trespass has been made shall have upon each beast five shillings penalty, or the trespass shall be compensated for at the valuation and view of the prudhommes, whichever he prefers, but he must show first by the oath of himself or of his agent,[2] within seven days that shall be assigned to him to plead, where he found the beast making the trespass. But if he cannot show the trespass present, nor by prudhommes who have seen it, in whatever manner it may be, as for instance if the trespass has been made in a meadow, and the meadow has been mown before the trespass has been viewed, or in whatever manner it happens that the trespass is not evident, as it cannot be viewed, the defendant shall be acquitted of the claim, and this was adjudged in the suit of Bonin Durant and Guillaume Durant. taken in trespass.

¶ If the owner of the beast wishes to give sureties to the complainant, he ought to accept sureties according to the custom of the country; and it is to be understood, that the sureties are bound, that the owner of the beast do justice to the claim of trespass according to the decision of the country as above said.

With regard to all kinds of beasts, if there is a watchman who watches them, and they commit a trespass, and are taken in the act, they are subject to the Chapter xii. Of beasts.

[1] *trapped*] The word empaitrées may mean simply, if they are taken, or if they allow themselves to be taken.

[2] *of his agent*] The phrase "of "himself or of his agent" occurs above, and is frequently used throughout the MS. The practice, as apparently here allowed, for an attorney to take an oath for his principal seems not to have been allowed in the king's courts in England in Britton's time. "Et ausi "sount ceux attournez chalenge-"ables en nostre court, coment qe "il ne sount pas en la Cristiene ley, "qi se profrent a fere la ley pur "lour seignur, ou a jurer en lour "almes." Britton, l. vi. c. x. § 5.

gage sunt apele gage de bele garde. Si olest boves ou vache il deit ii. deners de gage, ou amande la male faite. Si est anes ou anesse, muls ou mule, il deit i. dener de gage ou amander la male faite. Si sunt oveilles[1] ou porcs ou autres meimes bestes, le iii. devent i. dener de gage, ou amandent la malefaite.

¶ Si sunt chen ou chat, ou noyrim dostau,[2] il nen devent point de gage, mes amander la malefaite. Et est assaver que si cil qui sera li chens o li chaz lou veaut forbenir[3] por la malefaite a la plainte, yl le puet bien fere et ia ne len fera autre amande. Mas la plainte lo

[fol. 9.] puet de qui est avant ocire ou faire ocire.

¶ Si dizent li plus or que iaus ne geline,[4] chapons, ne pouzins[5] aut despaice entor la maison a lor seignor ou a lor dame tant com lor sires ou lor dame porra geter i. of desus lo fest de sa meison dendreit lo

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[1] *oueilles*] from the Latin ovis, a sheep.

[2] *noyrim dostau*] According to La Somme Rural, tom. ii., tit. xl., a fine was leviable in certain districts upon geese taken as trespassers. "Item pour le foue d'oyes, six deniers, pourtant qu'il n'y en ait que dix, si plus en y avoit, lors serait l'amende de trois sols."

[3] *forbenir*] forbannir.

[4] *geline*] galline, from gallina, a hen.

[5] *pouzins*] poussins, petits poulets.

same law as if they had been trapped,[1] and the penalty is called the penalty of good watching.[2] If the beast should be an ox or a cow, the owner ought to pay a penalty of two pennies, or make good the trespass. If it is a male ass or female ass, a male mule or a female mule, the owner ought to pay one penny or make good the trespass. If it be a sheep or a pig or other smaller beast, the owner ought to pay one penny for three of them, or make good the trespass.

¶ If it be a dog or a cat, or a house-goose,[3] the owner ought not to pay a penalty, but make good the damage. And it should be understood that if he, to whom the dog or cat belongs, is willing to banish it for the trespass against the complainant he may well do so, and he shall not then be required to make any other compensation, but the complainant may if he pleases kill it or cause it to be killed.

¶ The majority say that hens, capons, and chickens may wander free within the space around the house of their lord or their lady as far as the lord or the lady may throw an egg[4] over the roof of the house into the heather in every direction, but two couples of gables

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[1] *trapped*] This translation derives support from the use of the word "prises" in the sense of "taken" immediately before it.

[2] *good watching*] The Gascon text may be "bete garde," beast watching.

[3] *a house-goose*] or a farm-yard goose, as distinguished from a wild goose. Dostau is evidently intended for d'ostau, of the house, and in the absence of any other clew to the meaning of the word "noyrim" the Editor has endeavoured to find a meaning in what may be the root of the word, namely oy or oye, a goose. It appears to have been not unusual to set a fine on geese as trespassers. In the Coutumes de Bourdeaux the following penalties are imposed upon "bestail trouvé en heritage d'autruy. "Pour chacun gros bestail quatre "sols tournois; pour chievre deux "sols tournois, autant du porc; et "pour chacun brebis payeront sem- "blable somme, et des oyes, quand "les fruits y sonts, et quand les "fruits n'y seront, la moitie, et sur "le tout le dommage d'avantage."

[4] *an egg*] This is a very singular privilege. The word "of" is from the Latin ovum, Fr. œuf. Cobler is rendered by Roquefort accoupler.

fougier en touz senz, mas il y aura oste [1] doues cobles de chebrons [2] et ert la fest toute nue.

¶ Si cil qui prendra la beste en sa malefaite la met en prison il ne la deit mie batre ne maumener [3] ne espleiter, neis [4] que se il lespleitet, le ior que il lespleitera li deit doner a manger a son cost, mes autrement ne li dera ia a manger se il set cuy est la beste, mas mandera au seignor de la beste que yl li enveit a manger en la prison; et sil ne set cuy est la beste, il la fera crier, et [fol. 9. b.] tant li dera a manger au cost de son seignur; et si la beste mouret en la prison sanz defaute dau quereillant, il nen amandera ia rens de la beste nest mains ert amandee au quereillant la malefaite, ou en quauque manere que seyt que non apparechet la malefaite, si que ne puchet estre veue, li appelez en est quiptes de la demande et ceu fut fait on plaint de Bonin Durant et de Guillame Durant.

Chapitre xiii. Quant hom se mariet.

En Oleron est costume longement maintenue et approvee et dit hom quen si est en toute la conte de Peiters,[5] quant home et feme saiostent par mariage, li moble que chacuns ha par deuers say, et les deptes que deit et sunt degues a luy ou a le, et les coubrances [6] [fol. 10.] que il feront apres ensemble, se aiostent comunaus entre aus dous ensemble par metie. Mas or posom ensi, vns homs prent vne feme la quau fame a avant mariee vne soe filhe, et a promis a la fille xx. libres en mariage; or mort la femme, li parent dicele femme

[1] *oste*] oté.

[2] *chebrons*] chevrons, the gables of a roof.

[3] *maumener*] maltraiter, Roquefort.

[4] *neis*] unless, from the Latin nisi.

[5] *conte de Peiters*] Peitavin; Poitivin, qui est du Poitou, Roquefort.

[6] *coubrances*] This is explained afterwards to mean acquisitions made after marriage. They are termed "conquests" in the Coutume du Pays de Poitou, tit. iii. § ccxliii.

shall be removed, and the roof of the house shall be entirely bare.[1]

¶ If he, who takes a beast in the act of trespass, puts it in prison, he ought not to beat it nor to maltreat it nor to work it, unless, if he works it, on the day on which he works it, he ought to give it to eat at his own cost, but otherwise he shall not give it to eat, if he knows to whom the beast belongs, but he shall send to the owner of the beast that he may send it food in prison; and if he does not know to whom the beast belongs, he shall have it cried, and shall give it so much food at the charge of the owner; and if the beast dies in prison without the fault of the complainant, he shall not make any compensation for the beast, nor shall any compensation be made to the complainant for the trespass, for in whatever manner it happen that the trespass is not evident because it cannot be viewed, the defendant is quit of all demands, and so it was decided in the suit of Bonin Durant and William Durant.

Chapter xiii. When a man marries.

In Oleron it is the custom long time maintained and approved, and they say that it is so in the whole county of Poitiers,[2] when a man and woman are joined together in marriage, the moveable goods which each party possesses of its own, and the debts which each party owes or which are owing to each, and the acquisitions, which they shall make thereafter together, are united in community between them both together in moieties. Let us suppose a case. A man takes a woman to wife, which woman before her marriage had a single daughter, and she had promised her daughter twenty pounds for a marriage portion; thereupon the woman dies, the

[1] *entirely bare*] so as to allow of the egg being thrown to a greater distance.

[2] *county of Poitiers*] This is in accordance with the provisions of the Coutume du Pays de Poitou, tit. iii., in Le Nouveau Coutumier Général, tom. iv. p. 797. The rule also prevailed at Rochelle.

demandent a son mari que il li part la meite diceles xx. libres par la reson auant dite, daus mobiles et daus deptes li mariz dit que ni deit rens metre, quar ceu nest par depte qui tort en moble, aiz tornet en heritage par ceu que ol est nomeement mariages, et si la fille moret,[1] ou torneret[2] au lignage ou au comandement de la fille come heritage, de ceu fut einsi iuge que li mariz ne deit rens metre a paier les dites
[fol. 10.*b*.] xx. libres, quar eles sunt comme heritages. Quar assauer est que denerz et moble einsi assis et donnez a femmes en lor mariages sunt come heritages, et neys les det tenir li mariz endere[3] com heritage, et si deperissent li mariz, les deit restituer dau son propre. Mas tant que la femme les li porroit bien donner et quipter, et toutes les autres mobles de sa femme puet ben li mariz fere sa uolente sanz parler en ia. I ceu fut fait et iuge on plait de Ioffrey Boysseau et de ses fillatres, les filz de ne Iohanne Enchaize.[4] Si fut ausi iuge on plait de dom Pere Chevalier, et deveit por sey et por ne Marie Chevalere Fahne, qui aveit este sa feme avant que il presist la dite Aleaiz,[5] esteent com-
[fol. 11.] munau par meitie entre lo dit Pere Chevalier et les fillz de la dicte Marie, autresi li moble que la dite Aleaiz aveit par sey et par don Pere Vezos Fahn, qui avet este sis mariz[6] avant que ele presist[7] don Pere

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[1] *moret*] mourrait.
[2] *torneret*] devolve to.
[3] *endere*] entier.
[4] *de ne Johanne Enchaize*] de née Johanne Enchaize, the latter name being that of the family of the wife before marriage.
[5] *la dite Aleaiz*] The passage is probably an extract from a judgment, in which the name of Alice had previously occurred.
[6] *sis mariz*] from the Latin suus maritus.
[7] *presist*] pressist : prit, Roquefort.

relations of the woman demand from her husband that he should share with them the half of this twenty pounds, for the reason above said of [sharing in common] the moveables and the debts. The husband says that he ought not to pay anything, for that this is not a debt, which is a lien on the moveables, but has become a heritage by reason that there has been a marriage, and if the daughter died it would descend to her lineage, or according to the direction of the daughter as a heritage. Thereupon it was adjudged that the husband ought not to pay any part of the twenty pounds, for they are as it were a heritage.[1] Whence it is to be understood that money and moveables, so settled and given to a woman at her marriage, are as it were a heritage, and the husband ought to keep them entire as a heritage; and if they perish, the husband ought to restore them in full. But as long as the wife can well give them and release them, they as well as all the other moveables of his wife are in the power of the husband to do with them as he pleases without speaking to her. And this was done and adjudged in the suit of Joffrey Boysseau and his stepson, the son of Johanne Enchaize. It was also so adjudged in the suit of Don Pierre Chevalier, that the moveables which he had for himself and for Marie Chevalere Fahne, who had been his wife before he took the said Alice to wife, were common in moieties between the said Pierre Chevalier and the sons of the said Marie to the exclusion of the moveables, which the said Alice had for herself and for Don Pierre Vezos Fahn, who had been her husband before she took for

[1] *a heritage*] The wife might have given the twenty pounds in her lifetime; but, as she made no gift, the money remained part of her estate at her death and went to her heirs.

[2] *Fahne*] It would appear from the husband's surname being afterwards written Fahn that the termination of the surname of the wife underwent an inflexion in Gascon, as is the practice in the Polish language. Thus the surname of Poniatowski in the Polish language in the case of females becomes Poniatowska.

Chevaler, estiant communau par meitie entre la dite Aleaiz et les enffanz audit P. Vezos et essi les does meitez, cest assaver la partie dau dit P. Chevaler et la partie de la dite Aleaiz estiant communau par meite entre lo dit P. Chevaler et les enfanz de la dite Aleaiz. Si donques saviant dire razon est contre les vnes parties vers les autres de dom P. Chevaler ou des autres convenances, quil en oussant[1] fait li vns vers les autres. Quar de ses mobles et de ses coubrances puet on fere sa planere volunte en doner, en aliener, et en toute autre manere.

[fol. 11. *b*.] ¶ Lou terz[2] de son patrimoyne puet hom doner en ausmone. Vere mas li plus ors dient que ce est dome qui se donet en religion. Tout son patrimoyne puet hom vendre et doner en les deners ceu dit hom, mes ceu nest pas de lanciane costume, aynz ne le deust home vendre fors por son grant besoig, et encore neys tant cum lignage lou vouguist porveir souceablement segont sey et retenir leritage.

¶ Si pere et mere ensemble marient lor filz o lor fille, ia li mariez ne naura empres partie entor lo lignage ne on chozes mobles et non mobles dau pere ne de la mere, fors tant com il en doneront, si domques nest en [fol. 12.] convenant au mariage, et autre tau die daus chozes au pere sil mariet son fil ou sa fille apres la mort de la mere, et autretau est de la choze a la mere si les mariet apres la mort dau pere.

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[1] *oussant*] Probably a miswriting.

[2] *Lou terz*] This was more liberal than the usage of Vermandois in the reign of Philip III., to which Pierre de Fontaines refers, ch. xxxiii. § xii. "Le pères puet, par nostre "usage, lessier le quint de son éritage, s'il tient l'éritage franchement, ou à cens, ou à terrage, "mès, sor terre qui tient a jostise, "ne quit-je, qu'il puisse riens lessier." Cf. Les Coutumes de Beauvoisis, ch. xii. § 3, where the same limitation of the power of bequest was maintained.

her husband Don Pierre Chevalier, which were common in moieties between the said Alice and the children of the said Pierre Vezos, and thereupon the two moieties, that is to say, the part of the said Pierre Chevalier and the part of the said Alice were common by moieties between the said Pierre Chevalier and the children of the said Alice. If therefore the question is to be decided between the one party and the other, touching the rights of Don Pierre Chevalier and the other courtesies, which they must exhibit one towards the other, Don Pierre Chevalier may of the said moveables and the said acquisitions do his full will in giving them away or in alienating them in any other manner.[1]

¶ A man may give away a third of his patrimony in alms; but the majority say, that what is given for religious purposes is so given. A man may sell all his patrimony and give it in the latter case, it is said; but this is not the ancient custom; accordingly, a man ought not to sell his patrimony except he be in great want; and even not so, if the heirs are willing to provide him with what is suitable to him, and to retain the inheritance.

¶ If father and mother together give away in marriage their son or their daughter, the married party shall not have any part in right of inheritance of the moveable or immoveable property of the father or mother, except so much as they shall give him or her, if it be not in the contract of marriage; and the same is the case with regard to the property of the father, if he gives away in marriage his son or his daughter after the death of the mother; and the same is the case with the property of the mother, if she gives away her son or her daughter in marriage after the death of the father.

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[1] *manner*] A portion of the decree of the court in this case appears to conclude the paragraph.

Chapitre xiv. De oscle.

Tote pucele ne fait de oscle [1] a son mari, et li mariz li fait oscle, li autre se font entreaus oscle, et li mariz a sa feme, et la feme a son mari. Et si quant li mariz est mors est dopte de oscle a lautre, et ne puet estre prouez, li vns aura de la choze au mort oscle a esguart de prodes homes segont ceu que la choze ert.

¶ E entre les gentis hommes [2] est einsi, que si li gentis hom mort, sa femme aura de leritage au chevaler lo ters en oscle, sil ne lia assis autre oscle.

[fol. 12. b.] ¶ Si oscles enpeiret en la tenue de celuy qui le tendra, li lignages, a cuy il deura torner apres la mort dau teneor, lo i poet tolir,[3] car en oscle cilz qui tent ma fors le use fruit,[4] et est assavoyr que oscle tornet a lignage einsi com il est alore que il eschiet. Mas assauer est que li dauant dit Helies de Fors, qui fut evesques de Xainctes, ob lasentement des prodeshomes mua que li heir on li commandement de celuy qui

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[1] *oscle*] Ouselage is the ordinary French word. "Dotem non uxor "marito, sed uxori maritus offert, "Tacitus, German. ch. 18." Some French writers distinguish ousclage from douaire, the former being given upon solemnization, the latter being acquired upon consummation. "Dou- "aires est aquis a la feme si tost "comme loiax mariage et com- "paignie carnele est fete entre li et "son mari, et autrement non." Coutumes de Beauvoisis, ch. xiii. § 25. On the other hand, "ous- "clage" is recognised in ch. xv. of the Customs of Rochelle as distinguished from douaire. Le Nouveau Coutumier Général, tom. iv. p. 858.

[2] *gentis homes*] nobles as distinguished from roturiers. Gentis homs de lignage are mentioned in the Conseil de Pierre de Fontaines as distinguishable from frans hommes, who were such by tenure.

[3] *tolir*] from the Latin tollere.

[4] *use fruit*] the usus et fructus, but not the fee simple of the estate.

Every maiden does not bring a marriage portion[1] to her husband, but the husband gives a dowry to his wife; others make a marriage settlement between themselves, the husband on the wife and the wife on the husband. And, if when the husband is dead, there is doubt as to the dowry of the woman, and it cannot be proved, the widow shall have of the property of the deceased a dowry according to the decision of the prudhommes, in proportion to what his property shall be. **Chapter xiv. Of dower.**

¶ And between gentlemen the rule is this, that if a gentleman dies, his wife shall have the third of the estate of a knight as her dowry, if he has not settled on her another dowry.

¶ If the dowry becomes deteriorated in the tenancy of the person who shall hold it, the heirs to whom the dowry ought to devolve after the death of the holder may take possession of it, for in dowry the holder has nothing except the usufruct; and it is to be understood that the dowry devolves to the heirs as soon as it falls in. But it is to be understood that the aforesaid Helies de Fors,[2] who was bishop of Saintes, with the assent of the prudhommes, made a change, that the heir, with the authority of the person who holds the

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[1] *marriage portion*] The word oscle is derived from osculum, the kiss given by the husband to the wife immediately after marriage, and it properly signified the gift made by the husband to the wife at that time. "Solet sponsus interveniente "osculo res donare sponsæ" are the words of the Coutume du Rochelle. The word "oscle" seems to be used in this paragraph to signify the marriage portion of a bride, or the dowry given by her husband. Cf. Cod. Theodos. l. iii. tit. v. § v. De Sponsalibus.

[2] *the aforesaid Helies de Fors*] This form of expression, as the bishop has not been named before, may be attributed to the circumstance that the clause was copied from a document in which the bishop was previously named. He appears as the thirty-ninth bishop of Saintes in the list of bishops given in Gallia Christiana, tom. ii. p. 1074, having succeeded Pontius III. in 1267. William de Forz of Oleron, who was one of the admirals of king Richard I.'s fleet for the relief of the Holy Land, may have been an ancestor of the bishop. He was the first earl of Albemarle.

tent loscle deivent aver apres luy la partie ons fruys quo li aureit vns autres qui aureit coetive[1] loscle; quar gaigneres ne pert rens. Et est assauer que fruz apele on en Oleron en terres et en vignes et en arbres, ceu qui aparest en un Marz[2] decique en auant que icil [fol. 13.] fruit seyent coilli. En salines est fruiz la sau icele qui parest ons ayres,[3] et icele qui en est traite.

¶ Quant gent se aiostent par mariage, si li vns deaus ha davant vne choze achatee ou paumeiee,[4] ia il ne lait paiee, ainz la paiet apres, hom dit que ceu est coubrance propre de domaine a celuy qui laveit davant achatee.

Chapitre xv. Qui vent son heritage.

Si hom vent de ses heretages et apres encoubret autres, hom dit que i quil autres sunt coubrances. Mas ceu nest past de lanciane costume, que ainz deguist[5] estre faite recompensacions des heritages coubrez en tant comme il aveit vendu des autres.

¶ Si hom demandeit ob le principau damages, il deit prover par guarenties le demages, mas ceu nest pas de [fol. 13. b.] lanciane costume que ainz le soleit prover par son saigrement.

¶ Feme qui ha son mari ne puet negun convenant fere sanz le leser[6] de son mari, si domques nest femme qui soyt apertement marchande.

Chapitre xvi. Daus iiii. seignors.

Li quatre seignor[7] nont point de cort en Oleron de nule choze. Si que monsire Johan Vidaus dist davant

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[1] *coetive*] coustiver, coutiver: cultiver, Roquefort.

[2] *Marz*] The first day of March was the commencement generally of the close season in France, which lasted in Gascony till the day of the Nativity of the Virgin, 8 Sept. Nouveau Coutumier General, Paris, 1724, tom. 1, p. 901.

[3] *ons ayres*] ons from the Latin omnes.

[4] *paumeiee*] Paulmée: marchè conclu en se donnant mutuellement la main, Roquefort.

[5] *deguist*] Probably a miswriting for requist.

[6] *leser*] laisser.

[7] *Li quatre seignor*] The four lords seem to have discharged duties somewhat similar to those of the four knights of the Great Assize in England, but there is no account in the MS. of their appointment. They seem to have been a distinct body from the echevins.

dowry land, ought to have after him the part of the crops which the other would have had if he had cultivated the dowry land; for the cultivators lose nothing. And it is to be known, that in Oleron the term crops is used in regard to lands and vines and trees, whatever is apparent in the month of March, from that time until the crop is gathered. In salt marshes the crop is the salt which appears every year, and which is collected from them.

¶ When persons are united in marriage, if one of them has beforehand bought or contracted to buy a thing, and has not paid for it, and afterwards pays for it, it is called an acquisition (coubrance) proper to the domain of the person who had beforehand purchased it.

Chapter xv. He who sells his heritage.

¶ If a man sells some of his heritages and afterwards acquires others, the others are spoken of as acquisitions (coubrances). But this is not according to the ancient custom, which formerly required compensation to be made for the estates acquired in proportion to the value of the other property sold by him.

¶ If a man demands damages with the principal sum, he ought to prove by warrantors his damages; but this was not the ancient custom, as formerly it was usual for him to prove it by his oath.

¶ A woman who has a husband alive cannot make any covenant without the leave of her husband, unless she be a woman who is openly a trader.

Chapter xvi. Of the four lords.

The four lords have no court of any thing in Oleron. According to what Monsieur Johan Vidans said before

les prodeshomes a Saint Andre,[1] que il aveit veu au Chastea[2] vne bataille qui i voguit estre faite, et apres en fut paiz, et li quatre seignur en demanderent lo gage sus lo conveincu et diseant que il en deveient aver la cort; adonques fut iuge que il naveent point le cort,si com nos avom dit en Oleiron, ne [fol. 14.] naveant sus le convencu de bataille fors i. dener de gage. Mas li reis por ceu, que il esteit sires de la cort, y aveit lix. sols de gage. Et est assauer que li gages est sus celuy qui done danson[3] por la paiz, ou qui la requert premerement, ou quipte son auersere de la bataille.

Chapitre xvii. De saigrement.

En saigrement iuge davant lo mayor, si olen est fait paiz, li quatre seignor iont meable[4] de saigrementage sus celuy qui le devet fere, et sil nen rent la meable ainz que il ische fors de la cort, li quatre seignur ob lou meable iant lx. sols de gage. Ne portant nos ne disons mie que de cens reconoguz que li iiii. seignor ben nen aient la cort de toute choze de quey vns veisins laureit vers lautre.

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[1] *Saint Andre*] Probably a village or a parish in Oleron.

[2] *Chastea*] Chateau. The chief town in the Isle of Oleron is at present called Chateau.

[3] *dauson*] This word is evidently a miswriting for ranson, i.e., rançon, ransom.

[4] *meable*] This word is probably miswritten. As it stands, it may be interpreted as "meuble du serement," namely, the various articles required for the due swearing of a party or of a witness. It may have been a relic of an earlier practice, when the wager of battle was allowed, and when the four lords were entitled to the armour and other equipment of the vanquished party, as reference is made in the text to peace having been made as a condition precedent.

the prudhommes at St. Andre,[1] that he had seen at the Chateau a battle which was publicly wagered, and afterwards there was peace, and the four lords demanded a fee from the party convicted, and said that they ought to hold the court; it was then adjudged that they had no jurisdiction, as we have said, in Oleron, having only against the party convicted in the battle a right to a fee of one penny. But the king, because he is lord of the court, has fifty-nine shillings as his fee. And it is to be understood that the fees fall upon him who pays ransom for peace or begs for peace first, or quits his adversary in the field.

Chapter xvii. Of the oath.

In the oath adjudged before the mayor, if peace is made, the four lords have the apparel[2] of the oath from him who ought to make it, and if he does not render the apparel before he goes out of court, the four lords with the apparel shall have sixty shillings penalty. Nevertheless, we do not say, that of a chief rent recognised the four lords may not hold a court in respect of every thing of which one neighbour[3] may make claim against another.

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[1] *at St. Andre*] The Breton and Norman versions of the Rolls of Oleron have at the end a clause attesting their authenticity: "Tes-"moing le seel de l'Isle Dauleron "establi aux contractz de la dicte "isle le jour du Mardi après la "feste Saint Andre lan mil deux "cens soixante six ans."

[2] *the apparel*] The Editor has great doubts as to the translation being in accordance with the true meaning of the text, as there may be some blunder of the scribe. The Editor's idea is that certain "in-"strumenta sacramenti" may have been required, such as relics, "ista "sancta," or the Holy Gospels, &c., upon which the parties were to be sworn, and that it was within the province of the four lords to provide what was necessary and to require in return a fee from the party or parties who had to take the oath.

[3] *neighbour*] Mr. Augustin Thierry states that at Bayonne, to which king John granted a charter after the model of that of Rouen, in A.D. 1215, the members of the governing body, usually styled jurés, were called "voisins," neighbours. Histoire du Tiers Etat, p. 249.

[fol. 14. b.] Chapitre xviii. Quand plusors homes ont fet un meffait.

¶ Si plusors homes, cest assaver duy ou trey ou quatre, ont fet vu meffait a autre et il sen clamet, si li plaiz est de fons de terre chescun respondra par sey, ia seit ceu que la plainte les apelet en tau manere: Tu me feis tau meffet et itel autre ou autres, et det bien nomer les autres. Si il iest requis en cort, et iceu fut iuge on plait de Helies Gignont, et de Parnele la Costurere. Mas si on plait de fons de terre, i. home apelet vn autre, et plusors ob luy, li vns ne respondra pas sanz lautre ni de depte ni de convenant de marche.

Chapitre xix. Quand li servant dun prodome est citez.

Si li servant[1] dun prodome est citez, et sis sires lou veaut desacuser, la desacusacion ne vant rens plus que dun autre, ni ne lou puet metre li servanz en luec de sey. Si li sires ne feseit dreit ausi cum li servanz [fol. 15.] meismes ou vns autres, et ceu fut iuge on plait Deste ne le Batart, et de don Iohan Guillem et de Pere lou servant, por que son servant ne tenget rens de luy de que il seit si hom[2] en autre manere.

Chapitre xx. De mestre autre pur sey.

Hom puet establir ben et metre vn autre en luec de sey[3] a tout son plet ou a aucunes des iornees en la cort; mas il convent que li iuges soit presenz et li aversaires et autrement non ne le puet mie fere; et convient que cil que il establira en luec de sey facet autretant com il feret en la cort.

Chapitre xxi. De avoer garior. [fol. 15. b.]

Hom puet bien avoer garior en la cort, et si hom avoet il deit avoer ior par espace de vii. iors de amener son guarior, et sil ne lamenet au ior, ou ne le desacuset

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[1] *servant*] This word is translated by Roquefort esclave and domestique. "Servage" was a chief rent paid by serfs to their lord.

[2] *si hom*] suus homo, his vassal; hence homage.

[3] *en luec de sey*] in loco suo, as attorney or proctor.

If several persons, that is to say, two or three or four, have committed a trespass against another, and he complains of it, if the suit is about land, each shall answer for himself according as the complainant makes a claim against them in this manner: You have committed such a trespass against me, and such a one such another trespass, and he ought to name the others, if it is required in court, and this was adjudged in the suit of Helies Gignont and Parnell La Costurere. But if the suit is about land, and one man charges another and several with him, the one shall not answer without the others, neither for debt, nor covenant of sale. Chapter xviii. When several persons commit a trespass.

¶ If the servant[1] of a prudhomme is cited, and his lord wishes to excuse him, his excuse is of no more value than the excuse of any other person; nor can he put the servant in the place of himself, if the lord does not do justice as well as the servant himself to another; and this was adjudged in the suit of Estene le Batart and Don Johan Guillielme and of Pierre his servant, because his servant did not hold any thing of him, whereby he was his vassal in an other manner. Chapter xix. When the servant of a prudhomme is cited.

A man may well appoint and put another person in place of himself for the whole suit, or for certain days in court; but it is proper that the judge be present, and the adverse party, and otherwise he cannot do it; and it is proper that he whom he shall appoint in place of himself do every thing as he himself would do, if present in court. Chapter xx. To substitute another person in one's place.

A man may vouch a warrantor in the court; and if a man so vouches a warrantor, he ought to have a day after the space of seven days to produce his Chapter xxi. To vouch a warrantor.

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[1] *servant*] The term "servant" is rendered by Roquefort "domestique," which seems to be the meaning of the word in this place, as the context implies that he was not the vassal of his master.

souceablement, ou si li garieres [1] est taus que il ne veuget en meisme cort fere dreit de ceu que il est avoez a garior, cil qui lou avoet est convaincuz de la demande, et en est en la merci au maior de lix. sols. E est assaver que en desacuser guarior deit fere iuges meismes dreit, que il feret quant hom desacuset ses guarenties.[2]

Chapitre xxii. Quant hom vent sau a autre.

¶ Si hom vent sau a autre sanz terme deviser au prendre, li venderes li deit guarder de sique li achateres la i demant, si domques li venderes ne semont lachateor, et len face semondre par seignorie [3] que il prange sa sau.

Si la sau est vendue a terme devise dau prendre, si [fol. 16.] li achateres ne la prent dedens le terme, li venderes la puet vendre a autre et fere en son profit, et rendre a lachate or lefuer [4] que la sau valeit, sil en a agu [5] les deniers au terme devise ; mas si alore que li venderes la revendra apres lo terme, la sau ne vaut tant com li venderes laveit vendue avant, li achateres lou ideit entermer, et iceu iuia li reys Richarz en lan que les saus furent cheres, quant dom Pere Dorz estoyt prevost Doleron.

Chapitre xxiii. De enfant medre de-age.

Enfes [6] qui est de menor eage de xv. anz puet demander a autre demande de heretage, mes non pas des autres chozes, et hom ne puet rens demander aluy.

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[1] *garieres*] The nominative case of the substantive, of which the accusative case is garior.

[2] *guarenties*] A garior was a warrantor of title, a guarantee was either a surety for appearance or for the performance of some act.

[3] *seignorie*] through the court of the lord.

[4] *fuer*] from the Latin forum, market price.

[5] *agu*] aquiait, from the Latin acquisitus.

[6] *Enfes*] enfans.

warrantor; and if he does not produce him on the day assigned to him, or does not excuse him sufficiently, or if the warrantor is such that he will not in the same court do right to him whom he is vouched to warrant, he who has vouched him shall be convicted of the claim, and shall be at the mercy of the mayor to the amount of fifty-nine shillings. But it is to be understood that in excusing a warrantor, the judge ought to administer the same law as he would do when a man excuses his guarantees.

Chapter xxii. When a man sells salt to another.

¶ If a man sells salt to another without fixing a term for him to take it, the seller ought to keep it until the purchaser claims it, unless the seller summons the purchaser, and makes him be summoned by the seignory to take his salt.

¶ If the salt is sold for a term fixed to take it, if the purchaser does not take it within that term, the seller may sell it to another, and make profit of it, and render to the purchaser the sum which the salt was worth, if he had received the money at the time fixed; but if at the time when the seller resells it, after the expiration of the term fixed, the salt is not worth as much as the seller would have sold it for beforehand, the purchaser ought to make the deficiency good; and so decided king Richard, in the year in which the salt was dear, when Don Pierre Dorz was provost of Oleron.

Chapter xxiii. Of an infant below age.

An infant which is of less age than fifteen years[2] may claim of another a claim of inheritance, but not of other things, and no one can claim anything from

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[1] *king Richard*] Richard the First, king of England and duke of Aquitaine.

[2] *fifteen years*] that is, fifteen years complete. Pierre de Fontaines, c. xiv., describes the sous-aagié as "cil qui ont meins de xv. ans." Philippe de Beaumanoir, c. cxli., is more precise, as he states quinze ans acomplis to be the limit of minority.

Mas ne pero li enfes [1] dera fiances autres que sey home [fol. 16. *b.*] soceant, que ceu qui adonques sera fet ob luy prenge fin a touz temps.

Chapitre xxiv. De la guarde denfant de menur eage.

Tvit li enfant de lome de la commune sont en la guarde de la commune, tant com il sunt en bail de lome, et neys la feme de lome de la commune, tant com li mariz est vivanz. Mas apres la mort du mari si enfant,[2] sil ne sont deage, sunt en la guarde de la commune. Mas, se il sunt deage, il ne sunt pas de la commune, sil ne la iurent.

Chapitre xxv. Du bail dau pere.

Dau bail son pere o de son autre tutor ist hom quant est mariez, ou quant li est sa choze bailhee a gouerner; et deit li estre livree davant seignur, ou quant il est deage et se depart de son pere ou de son tutor par son gre meisme.

Li vsefruit dau bail est touz au tutor, mas il deit tenir [fol. 17.] les affiemens [3] sanz emperer, et si li affiement enpeireent en sa tenue, il est tenuz de lamander, et endera ou segurtances [4] ou fiances au lignage de celuy qui ert en bail davant la seignorie, et autretau fera o lon on commencement cil qui deit aver bail, ainz quil ou ait si hom le voyt tau que il ne seit pas soceant [5] a restituer les chozes que il aureit en bail, si eles enpireent en sa main. Ne pero moble par ceu, que cest choze qui se degaste, si il empirent ou se degastent en eaus meismes, il ne sunt pas restitu.

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[1] *enfes*] from the Latin infans.

[2] *si enfant*] sui infantes.

[3] *affiemens*] fixtures.

[4] *segurtances*] segurte, assurance, Roquefort.

[5] *soieant*] sufficient, responsible.

the infant. But nevertheless the infant may give other securities, that, when he be sufficiently a man, what shall be done with his consent shall take effect for all time.

Every infant of a man of the commune is in the guardianship of the commune, as long as he is under the man as trustee,[1] and not of the wife of the man of the commune as long as the husband is living. But after the death of the husband, the infant, if he is not of age, is in the guardianship of the commune; but if he is of age he is not of the commune, if he has not taken the oath. Chapter xxiv. Of the guardianship of an infant minor.

A man is free[2] from the control of his father, as trustee, or of his other tutor, when he is married, or when his property is committed to him to manage; and it ought to be delivered to him before the lord, or when he is of age and quits his father or his tutor of his own accord. Chapter xxv. Of the father as trustee.

The usufruct of a trust is with the tutor, but he ought to maintain the fixtures without waste; and if the property in trust suffers waste in his keeping, he is bound to make it good, and he shall give securities. or find sureties to the heirs of him, whose property shall be in trust before the seignory; and he who is to have the trust, shall do as much before he receives it, if it is seen that he is not sufficient to make good the property which he will hold in trust, if it deteriorates in his hands; nevertheless moveables, by reason that they are things which are perishable, if they deteriorate or perish of themselves, they are not required to be restored.

[1] *as trustee*] The meaning probably is that as the father was entitled to have the custody and management of any property belonging to his son, as trustee for him, during his minority, so the commune was during such time guardian of the person of the minor.

[2] *free*] emancipated.

¶ Est assaver que feme puet ben aver bail, et lou bailler en sa vie, ou laisser ley empres sa mort a autre.

¶ Si home apelet autre que il a batu en chemin, ol nia point de guarde, par ceu que chemins sont chozes
[fol. 17. b.] communaus; mas se il dit que il lait batu en terre, en vigne, ou en mares, ou en autre affiement,[1] olia guarde; et ceu fut iuge on plait de Availle et de Iohan Meynart Larbalester.

Chapitre xxvi. Si edifice portet ruine.

Si li edifices de vn veisin chet so dosement[2] einsi que avant ne menacet point de ruine, si il en cele cheete[3] empiret ledifice de son porchain[4] veisin, li sires de la choze cheete nen amandera ia rens a lautre veisin, quar ceu est cas daventure; mas si la chose menacoyt ruine avant que ele cheist, li vesins porchains, ou cil qui tendroit la ruine, deit lo seignor dicele choze fere amonester par seignorie, que il amandet la chose, einsi que ele ne li facet domage; et apres fete cele
[fol. 18.] monicion, si la choze chet et fait demage a lautre veisin, li sires de la choze li est tenuz restituer.

¶ Si massons[5] ou autres edifior fait cost o autre edifice apreffait, il lou deit tenir i. an et i. ior coste sanz enpirement. Si dedens lan et le ior empiret ou chet li edifices sanz force de gent ou de bestes, li edifieres deit ledifice amander a son propre cost et restituer le demage.

¶ Si hom est apelez de depte et il neet[6] la depte toute, li iuges li deit demander se il lendeit rens, et

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[1] *affiement*] private property.
[2] *dosement*] doucement.
[3] *cheete*] chute.
[4] *porchain*] prochain.
[5] *massons*] maçon, from the Latin mansio.
[6] *neet*] niet.

¶ It is to be understood that a woman may hold a trust, and transact the trust during her life, and leave it after her death to another.

¶ If a man accuses another that he has built on a high way, he can have no summons against him, because high ways are things in common; but if he says that he has built on a field, in a vineyard, or on a marsh, or on any other private property, he shall have a summons, and this was adjudged in the suit of Availle and of Johan Meynart Larbalester.[1]

Chapter xxvi. If a building tumbles down.

If the building of a neighbour falls so gently that it does not threaten to tumble down, and if in falling down it damages the building of the next neighbour, the owner of the building which has tumbled down shall not make any compensation to the other neighbour, for this is a case of accident; but if the thing has threatened to tumble down before it has fallen, the next neighbour or the tenant of the falling house ought to have had the owner of the house admonished by the seignory to repair the building, so that it shall not cause damage; and after the warning so given, if the building falls and does damage to the other neighbour, the owner of the building is bound to restore the damage.

¶ If a mason or other builder makes a cottage or other building at a profit, he ought to keep it for a year and a day at his own cost without deterioration. If within a year and a day the building deteriorates or falls down without violence from man or beast, the builder ought to repair the building at his own cost and restore the damage.

¶ If a man is accused of debt and denies the debt altogether, the judge ought to demand of him if he

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[1] *Larbalester*] This may be a term descriptive of Johan Meynart as being famous for his use of the cross-bow.

il endoit respondre combien il endoit, et se il dit, ge ne len doy[1] riens, ge lay bien paie, il doit prover la paye.

Chapitre xxvii. [fol. 18. *b*.] De home qui nest de la commune.

Si hom qui nest pas de la commune plaideet davant lo mayor, et li plaiz se face taus que si la plainte qui nest pas de la commune ifust escheguz,[2] li maires nia point de gage, car cil ne a point de dreit fors sus lou iure; ma se il se clame derechef[3] au mayor, li mayres ne li fera ia point de dreit, decique il eit paiee lencheite.[4]

¶ Si hom loge mayson a autre, tuit li bien que cil qui loget la mayson metra et menera dedens sont tengu por lo logier, einsi que cil qui loge la mayson ne paiet les deners aus termes devisez, cils qui la li aura logee puet les chozes prandre et metre aillors, ou fermer la mayson et encloyre les dedens; et quant il les aura guardees tant comme il deit, ceu est assaver par vii. iors, il puet fere la costume dau pais si cum est de-sus [fol. 19.] dit, cest a dire vendre les ob conge de la seignorie; et si cil qui loget la maison veet les pignores a prendre[5] ou la maison afermer, li loianz ipuet metre force par sa propre auctorite sans hom blecier; et si li logeres lo forcet, il li deit amander la force ob gage de v. sols vers luy, ob amande uers la seignorie.

¶ Si cilz qui loget la maison est achief[6] de son terme, et la maison remanget empetree daus pignores, il en deit amander au loyant lo demage que il en recevra.

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[1] *doy*] doit.

[2] *escheguz*] failed, from escheir or eschier; tomber.

[3] *derechef*] a second time.

[4] *lencheite*] the forfeit or penalty.

[5] *pignores a prendre*] pignorare, that is, to seize the goods as security.

[6] *achief*] à chief, au fin.

owes anything, and he ought to reply how much he owes; and if he says that I owe him nothing, I have paid him well, he ought to prove the payment.

Chapter xxvii. Of a man who is not of the commune.

If a man who is not of the commune brings a suit before the mayor, and the suit is so brought that if the plaintiff who is not of the commune is cast, the mayor has no security, for he has no right to exact security except he be sworn;[1] if the party complains again to the mayor, the mayor shall not administer justice to him, until he shall have paid what he has forfeited in the previous suit.

¶ If a man hires a house from another, all the goods, which the party who hires the house shall place and bring within it, are liable for the hiring, so that if he who hired the house does not pay the money at the times specified, he who has let the house may take the goods, and place them elsewhere, or shut up the house and enclose them inside; and when he has kept them as long as he ought, that is to say for seven days, he may follow the custom of the country as has been above explained, that is to say sell them with the leave of the seignory; and if he who let the house wishes to take pledges or to shut up the house, the lessor may use force by his own authority without hurting anybody; and if the lessee uses force to him, he ought to make compensation for such force with a fine of five shillings to the lessor, and with a fine to the seignory.

¶ If the man who hired the house is at the end of his term, and the house remains encumbered with pledges, he ought to make compensation to the lessor for damage, which he may thereby incur.

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[1] *sworn*] The passage is very obscure, but the meaning of the paragraph is obvious.

¶ Si hom louget beste ou autre choze, ou lenprunte a besoigne fere, il la deit guarder a son pover segont dreit de demage et degrevement en sa besoigne fazent, decique il ait rendue arrere; et si olest hom o beste qui seiant louge a iornees, si autrement nest devise
[fol. 19. b.] qui paiera le cost et la despense que fera li hons ou la beste, o le paiera le sire de lome o de la beste, et autresi paieret li sires de lautre choze lamandement que hom feret en sa choze, cest assauer, celuy amandement qui sereit neccesseres afere en la besoigne a quey la chouse sereit lougee.

Chapitre xxviii. Quant li prevos apelet autre.

Si li prevos[1] ou autre sire apelet autre come sires, li citez se puet deffendre vers luy comme vers seignur; et si licitez avoet guarenties, li citez se puet deffendre vers les garenties; et se il se deffent, einsi il passera vers le seignur par son saigrement, solement fors tant que li mayres accuset i. de ses iurez, on crera au dit dau mayor.

[fol. 20.] Chapitre xxix. Quant home met autre en fiances.

¶ Si hom met autre en fiances, il lou deit delivrer de la fiance et amander li les demages, qui len avendront par ochison de la fiance; mes la fiance, quant veira que demages len vendra, ou deit avenir, il oudeit ben fere assauer a celuy qui laura mis en fiance, et requerre le que il le guart de demage; et sil ne trove luy ne son comandement, deit hom bien protester davant la seignorie[2] ou davant prodeshomes; et si ensi est que au terme empres li deptres vers lo creancer ne lo delivret la fiance, la li deit bailler pig-

[1] *prevos*] the prevost, præpositus.
[2] *la seignorie*] the board of magistrates.

¶ If a man hires a beast or other thing, or borrows it for his immediate service, he ought to protect it as far as is in his power according to right from damage and deterioration in doing him service, until he shall have returned it to the owner; and if a man or a beast is hired for the day, if it is not otherwise settled who shall pay the cost and expenses which the man or beast shall incur, the master of the man or of the beast shall pay it, and likewise the owners of other things shall pay the repairs which a man makes to those things, that is to say, such repairs as it may be necessary to make in the service for which the thing is hired.

Chapter xxviii. When the provost accuses another.

If the provost[1] or other lord accuses another as lord, the party cited may defend himself against him as against the lord; and if the party cited[2] vouches guaranties, the party cited may defend himself against the guaranties; and if he so defends himself he will succeed against the lord by his oath alone, except, when the mayor accuses one of his sworn men, credit will be given to the word of the mayor.

Chapter xxix. When a man makes another his surety.

¶ If a man makes another his surety, he ought to deliver him from his responsibility and compensate him for any damages which may have resulted to him by occasion of his being surety; but the surety, when he sees that damage will result to him, or is likely to result, ought to make it known to him who has made him his surety, and request him to protect him from damage; and if he cannot find him or his mandatory, the party ought to protest before the seignory or before prudhommes; and if it so happens that the term following the debtor does not deliver the surety as regards the creditor, the surety ought to deposit with the cre-

[1] *the provost*]. This officer was appointed by the Crown.

[2] *the party cited*] The accuser seems to be the party intended here, not the defendant.

nore sanz contredit ; et est la premere pignore soceanz ob que ele vauget i. dener ou plus; mas a chascun ior apres que li demandera pignores, il la li deit
[fol. 20.b.] baillier tantost que vauget[1] toute sa depte ; et si la fiance ne la li veost baillier, li creencers la puet prendre par sa propre auctorite, ou que il troche[2] la choze de la fiance. Mas ceu est entendu quant hom est fiance, il et toutes les soes choses ; quar si en lentree de la fiance les choses ne sont tengues ausi com la fiance, si la fiance murt,[3] les chozes nen sunt point tengues, et si her[4] neis nen sunt point tengu, si donques li fianceres navet mis emplait la fiance avant quelle morist, car de quaucunque choze de que hom ait este mis emplait, si li plaiz nest pas achevez davant sa mort, si her en sunt apres tenguz de parsegre[5] lo plait decique iugement les delivre ou les condempnet ; et si tot encore vit, la fiance ne sunt opas[6] les chozes
[fol. 21.] tengues, si a lautre nest devise nomeement si cum est dauant dit ; et si les chozes ne sunt tengues, li creanceres ne les puet mie prendre par sa propre auctorite. Mas si la fiance ne les veust baillier, il sen deit clamer a la seignorie. Quant li creencers aura les pignores de la fiance, la fiance les puet affiancer a vii. iors ou avaunt encore que ia en baille nule dira ensi, "Ge affiance mes pignores a vii. iors sus "moy et sus toutes les mees choses." Adonques li creanceres li deit rendre toutes ses pignores a la fiance, si domques la fiance nesteit persone suspecte, qui ne oguist[7] pas dautres choses vaillant aus pignores, ou fuste dopte que il sen voguist aler fors dau pais ; quar
[fol. 21.b.] si olesteit[8] einsi, la fiance sa voleit affiancer ses pignores au vii. iors, il endoyt doner i. autre que sey souceant[9] enfiance. Et est assaver que toute fiance est soceanz, qui plus vaillent que ne vaut la chose qui deit

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[1] *vauget*] valoit.

[2] *troche*] Touche may be the correct writing.

[3] *murt*] meurt.

[4] *her*] from the Latin hæres.

[5] *parsegre*] poursuivre.

[6] *opas*] pas.

[7] *oguist*] avoit.

[8] *si olesteit*] s'il était.

[9] *souceant*] souffisant, sufficient.

ditor pledges without contradiction, and the first sufficient pledge should be worth one penny or more; but on every day after that the creditor shall demand pledges, the surety ought to deposit them with him to such an amount as will pay off all the debt; and if the surety will not deposit so much, the creditor may take it of his own authority, or may seize the property of the surety. But this is understood when a man is a surety, he and all his property; for if on entering upon the surety the property was not liable as well as the party himself, if the party died, his property would not be bound, nor his heir, if the party to whom the surety is liable did not sue the surety before he died; for in respect of whatever property a person has been sued, if the suit is not finished before his death, his heirs are bound to continue the suit until judgment delivers them or condemns them; and if the surety is still living, the property is not liable, if it has not been specifically named as above said; and if the property is not bound, the creditor cannot touch it of his own authority. But if the surety will not deliver it up to him, he must go and complain to the seignory. When the creditor shall have pledges from the surety, the surety may pledge them for seven days, or before that he deliver them he may say, "I assure my pledges for seven days upon myself "and all my property." Thereupon the creditor ought to give back all his pledges to the surety, if indeed the surety is not a person suspected, that he has no other property as valuable as the pledges, or it is doubted that he intends to go out of the country; for if it should be so, the surety, if he wishes to assure his pledges for seven days, he ought to give another person, who will be sufficient surety. And it is to be known that every surety is sufficient who is worth more than the thing itself which is to be secured; but

estre affiencee; mas non pero non ne prent pas, si ne veaut, li creancers en fiance genz clergees,[1] ne de religion, ce est par reson de lor priuileges; ne chevaler, ne dame, cest par reson de leur nobilite; ne femmes qui ont leur mariz, ne autres genz qui ne sunt pas on poer deaus meismes,[2] et ceu est par ceu, que ceu, quil font, nest point establi sanz la volunte de ceaus en qui poer il sont. Mas autres prodes genz souceanz ne deit hom pas refuser. En fiances apelon gent ausi femmes cum homes. Fiance dit hom de ceu, que hom li done fey de la chouze recourer.

[fol. 22.] QVANT la fiance a fiance ses pignores a vii. iors si cum desus est dit, si la fiance ne paiet ecertement[3] lo creancer dedens les vii. iours sanz autre deley au chief dau vii. iours, au chef dau sept iors rendra la creance au fiancer toutes ses pignores arrere, et li creancers aura sus la fiance par chascun daus vii. iors v. sols de gage, de quey les pignores qui li creancers ara pris seront ausi tengues come dau principau; et si li creencers na pris negunes pignores avant la fiancement dau pignores, il adonques apres les vii. iors puet prendre pignores tout ensemble a vne fez,[4] dont il puche traire largement sanz delay son principau ob toz les diz gages, et li gage i sunt par ceu que par fiancement [fol. 22. b.] dau vii. iornees a la fiance de la ley lou creancer de sa deliurance, et quant li creancers ara einsi les pignores de la fiance, il deit requerre la seignorie por aver lezer de vendre les pignores segont la codume dau pais, si comme est dauant dite.

CEST assauer, que totes pignores deiuent estre guardees en ta manere, que par cope[5] dau creancer eles nempirent tandisque seront en sa guarde, et est assez se il imet cure et diligence en eles guarder autau

[1] *genz clergees*] secular clergy as distinguished from regulars; de religion.

[2] *on poer deaus meismes*] in potestate sua.

[3] *ecertement*] a certement, punctually.

[4] *vne fez*] une fois.

[5] *cope*] from the Latin culpa.

nevertheless the creditor need not accept for surety, unless it pleases him, persons who are clergy, or in a religious order, that is on account of their privileges; nor a knight nor a dame, that is by reason of their nobility; nor women who have husbands alive, nor other persons who are not in their own power, and this is because what they do is not certain without the consent of those in whose power they are. But other sufficient discreet persons [1] ought not to be rejected as sureties. By persons are here meant women as well as men. By sureties are meant persons who pledge their faith that the thing shall be recovered.

When the surety has assumed his pledges for seven days as above said, if the surety does punctually pay the creditor within the seven days without any delay, at the end of the seven days the creditor shall restore to the surety all his pledges again, and the creditor shall have from the surety for each of the seven days a fee of five shillings, for which the pledges, which the creditor shall have taken, shall be liable equally as for the principal sum; and if the creditor has not taken any pledges before the assurance of the pledges, he still may after the seven days take pledges altogether at one time, from which he may deduct largely without delay his principal with all the above said fees, and the fees are because by the assurance of seven days the surety has by the law his deliverance from the creditor: and when the creditor shall so have the pledges of the surety, he ought to request the seignory to have leave to sell the pledges according to the custom of the country as above said.

It is to be known that all pledges ought to be kept in such manner, that by fault of the creditor they shall not be deteriorated, whilst they are in his keeping, and it is sufficient, if he uses as much care and diligence in

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[1] *discreet persons*] The context suggests that the prodes gens are not identical with the prudhommes or magistrates. The same words occur below in a similar sense.

comme en la soe chose domayne. Mas si les pignores sunt taus, que olestoche[1] fere cos ou missions en eles guarder, li livreres dau pignores deit la mission et tot le cos neys fet par ochison dau pignores.

Chapitre xxx. De brandoner les prez. [fol. 23.]

A la feste de la chandelor pot hom brandoner[2] ses prez, et non avant, et apres quant li pre sunt fauche il sunt pasturau communau, si domques nest prez qui seit fauchable doues fes,[3] que hom brandone derechef apres la premere faucheson. E non pero prez puys que il sunt fauche ne sunt il mie pasturau communau a pors ni a beste foyllant,[4] ne encore a nule autre beste par tau manere que hon ifichet pau ou pre pur estachier la beste; quar si ele i est trobee ou prise estachee au pau,[5] ele deit rendre v. sols de gage por guarde fete,[6] ou amander la male faite segont la codume dau pais avant dite.

Chapitre xxxi. De beste estachee. [fol. 23. *b*.]

Si beste est atachee apau ou a boisson ou en autre manere en pre, et autres bestes pur a coindance[7] dicele beste venget equi, qui facet damages en terres o en vignes ou en autres chozes qui soyent pres di quau pre, li sires dicele beste nest pas tenuz damander les damages que feront les autres bestes, encore neys se il esteit presenz et veist les autres bestes fazent

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[1] *olestoche*] il estouce. Estouce; convienne, Roquefort.

[2] *brandoner*] On appelle encore brandons en quelques endroits les epines, branches, ou bouchons de paille qu'on met dans les champs, pour avertir que le chaume est reservé et retenu par celui qui jouit de la terre. Dictionaire de Trevoux, art. Brandon.

[3] *doues fes*] deux fois.

[4] *a pors ni a beste foyllant*] In Les Coutumes de Beauvoisis, ch. lii. § 5, we find a similar prohibition. "Pourcel ne doivent en nule saison "estre soufert en prés, porce qu'il "enpirent de fuullier."

[5] *pau*] pieu.

[6] *guarde-fete*] that is, for the watch kept to drive cattle off when trespassing. The word occurs in Les Coutumes de Beauvoisis, ch. xxx. § 57. Gardefaite is also found in other Coutumes of northern France.

[7] *a coindance*] acointance, accountance, societé, Roquefort. Hence acquaintance.

keeping them as he does in things of his own property. But if the pledges be such that it be proper to make costs and expenses in keeping them, the giver of the pledges ought to make good all the expenses and costs incurred by occasion of the pledges.

Chapter xxx. Of bushing the meadows.

At the feast of Candlemas,[1] a man may mark out with bushes[2] his meadows, and not before, and afterwards when the meadows have been mown, they are common pastures,[3] if indeed they are not meadows which may be mown twice, which a man marks out immediately after the first mowing; and nevertheless meadows after they are mown are not pasturable in common for pigs or beasts that root up the ground, nor still for any other beast in such a manner that a stake should be fixed in the meadow to tether the beast to it; for if it is found or taken tethered to a stake, it ought to pay a fine of five shillings for guarde-fete, or make amends for the trespass according to the custom of the country aforesaid.

Chapter xxxi. Of a beast tethered.

If a beast is tethered to a stake, or to a hedge, or in any other manner in a meadow, and other beasts for the sake of company with that beast come to it, and cause damage to the land or the vines or other property, which is near that meadow, the owner of the beast is not bound to make good the damage which the other beasts cause, not even if he should be present and see the other beasts making the trespass, for no one is

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[1] *Candlemas*] The feast of the Purification of the Virgin Mary, the 2nd February, is called by the Latins Candelaria, and by the Greeks Hypapante (occursus), being the occasion of the presentation of Christ in the Temple, where he was met by Simeon and Anna the prophetess.

[2] *bushes*] Or by branches of trees set up in the ground, as formerly was practised in England, when the great tithes were collected in kind.

[3] *common pastures*] This rule holds good in many parts of England.

la male faite ; quar neguns nest tenguz, se il ne veaut, damander lo damage fait par autre, ne de guarder la beste dautre.

Ausi com nos avom dit dau prez, tot en meisme manere disom daus terres et dau vignes, et dau boyssons [1] qui lor partenent desque li bien en sunt colli,[2] deci quen len les rapareillet arreres de fructifier ; et est assaver daus vignes des que eles sunt taillees, daus terres desque eles sunt emblaiees. Et ausi est dau bocios [3] daus salines vere [4] de ceux qui sunt emblaie, [fol. 24.] quar entant sont apertenant li tasselier [5] de la sau, ne deit nen negune sazon beste aler par ochison de pasturau, ni ons autres apertenances de salines saus les bocios guarantables.

Chapitre xxxii. Des landes.

TOUTES les landes et les bruyeres de Oleron sunt pasturau communau, et qui les clot de fossez ne les deffent en autre manere, einsi que ni puchet entrer, il fait tort au seignor dau pais et a tot le communau.

Chapitre xxxiii. Des paluz.

TOUTES les paluz de Oleron sunt communaus, et li reys, ou quicunques seit seignor dau pais Doleron, le deit a ceu guarder et deffendre, et ne endet fere autre choze, quar ceu est li communaus profet a tote la gent dau pais.

[fol. 24. b.] Li esplaiz [6] ausi est communaus, et en rosche coillir, et en peisson prendre, et a espleiter par communau

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[1] *boyssons*] probably underwood. Boisson, bois taillis, Roquefort.

[2] *colli*] ceuilli, gathered.

[3] *bocios*] from the Latin boscus, a woodland or thicket.

[4] *vere*] This word is somewhat obscure ; it may be a miswriting for vers, à l'egard.

[5] *tasselier*] Sel is probably the root of the word, unless it is derived from tasse, which Roquefort interprets touffe d'arbres. If the mode of drying the salt in Oleron was by pouring the brine over stacks of faggots and letting the watery particles evaporate, until the salt became crystallised, the latter derivation would be the more plausible.

[6] *esplaiz*] This word has probably a special meaning here.

bound, if he is not willing, to make amends for the damage done by another, nor to keep the beasts of another from doing damage.

Likewise as we have said of a meadow, in the same way we say of lands and of vineyards, and of hedges which belong to them until the crops are gathered, from the time that they prepare them to bear fruit, that is to say in vineyards after the vines are pruned, and in lands after they are sown. And so it is with woodlands[1] amongst salt meadows with regard to such as are sown, for as regards those which are appurtenant to the saltpans themselves, no beast ought in any season to go into them under pretext of pasturage, nor in any other places appurtenant to salt works, except in woodlands which are fenced in.

Chapter xxxii. Of the landes.

All the landes[2] and heaths of Oleron are common pastures, and whosoever encloses them with ditches, or obstructs them in any other manner, that a person cannot have access to them, he does wrong to the lord of the soil, and to all the community.

Chapter xxxiii. Of the marshes.

All the marshes of Oleron are common, and the king, or whosoever is the lord of the soil of Oleron, ought to guard and defend them, and should do nothing else with them, for they are for the common profit of all the people of the soil.

The clearances[3] are also common, both to collect gravel and to take fish, and to employ by common enterprise

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[1] *woodlands*] Without a knowledge of the localities in which the salt works of Oleron were carried on, it is difficult to divine the translation.

[2] *landes*] This term is common to Gascony, of which a large district now forms the department "des Landes," consisting of sandy plains, marshes, heaths, and forests.

[3] *clearances*] The Editor has misgivings as to the proper interpretation of the word "esplaiz." He has adopted that which is in harmony with the verb espleiter, as interpreted by Roquefort. The existence of a great deal of uncultivated land in Oleron was no doubt a fact.

espleit lou mieux que chescun puet, ne set et ne pero ob la volunte dau seignor dau pais. Si aucuns voloyt fere escorezon[1] ou doit on poriet ben faire et seret son domaines.

¶ Ici pasturau Doleron furent establi a estre si large en prez, et en landes, et en brueres, et en paluz, et en autres chozes par souffraite de autres granz pasturaus.

¶ Li plaiz de prest, ou de convenanz, ou de logiers, ou de compaignies, ou de marchez, ou de reconoyssances, ou di tau chozes semblables, et laquaucunque[2] seit des parties si lautre partie neet et avoet, et dit olioguit[3] prodeshomes et vuyl quil enseent oy,[4] et se il ne [fol. 25.] volent venir par eaus ni par celuy qui les avoet, li mayres les fera venir, ausi comme il fereit guarenties, et de ceu que il diront il seront cregu par lor simple parole sanz autre saigrement. Mas si la partie averse dit quant yl seront avoe,[5] "Ge le creiray partant cum "devray," cil qui seront avoe au iors iureront saigrement de dire verite.

¶ Si einsi est que iustice sezist aucuns biens, ou bailget gagez a auqun por fere acomplir iuge, silz a cuy instance aura este fere sazine, ou li gage baille, en fera la deliurance sanz la seignorie.

Chapitre xxxiv. Destorement de nef.

Ceu qui est charge en nef au lops de lestorment de a nef ne dait paier negune codume, ne li portages[6] dau malineaus ausi.

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[1] *escorezon*] This word would seem to be derived from the Greek.

[2] *laquaucunque*] whoever may be the parties.

[3] *olioguit*] This word savours of a miswriting; qu'il avait is probably the sense of it.

[4] *enseent oy*] en soient oyés.

[5] *avoe*] avoie, conduit, Roquefort.

[6] *portages*] Portades is used in the same sense in the Consolat de Mar, ch. lxxxviii. (183).

in the best way that each can, whether it be or not with the consent of the lord of the soil. If any body wishes to make an excavation,[1] he ought and may make it, and it shall be his property.

¶ These rights of pasture in Oleron have been established so largely in meadows and in landes, and in heaths and in marshes, and in other things, through the poverty of other great pasture grounds.

¶ In suits of loans, or of contracts, or of hiring, or of partnership, or of sales, or of recognizances, or of such like things, and whoever may be the plaintiff, if the other party denies and vouches and says that he has certain prudshommes [to produce], and wishes that they may be heard, and if they do not wish to come of themselves, nor for him who has vouched them, the mayor will make them come precisely as he would make guarantees come, and in regard to what they shall say, they shall be believed on their plain word without another oath. But if the adverse party says, when they are brought forward, "I will believe as "much as I ought," those who shall be brought forward on a certain day shall swear on oath to speak the truth.

¶ If it be so that justice seizes any goods, or causes pledges to be given to any one to put in force a judgment, he at whose instance the seizure has been made, or the pledges given, shall make the deliverance without the seignory.

Chapter xxxiv Of the storing o a ship.

That which is laden on board a ship on account of the stores of the ship ought not to pay any customs, nor the ventures[2] of the mariners in like manner.

[1] *an excavation*] This provision may have been intended to encourage persons to dig for gravel or stone. It is not found in any glossary. Escoria in Spanish means the dross of a mine, which is thrown aside. In the Staffordshire mining districts the mining law recognises a right for any one to dig for minerals in private property after due notice to the owner to exercise his preferential right.

[2] *ventures*] The Black Book, p. 113, has the word "mareez" used in the same sense in the Rolls of Oleron.

[fol. 25. *b*.] Pignons[1] ne cloyson par guarde-faite[2] ne hont point de sabatees, car on dit que pignon est cheeson levent lordreyture aloure que sunt fait, si domques en autre manere ne apparest par bonnes, ou par couverture desus qui ait de gotail,[3] ou par prove de prodegens.[4]

Chapitre xxxv. De bonnes.

BONNE quant ele mise deit aver au pie de soz petites peres filloles, que om apelet gaites, et si eles ne isont la bone ne porte pas si grant fey cum els feist ob les filloles. Si donques nest anciane aprovee par ancianete, et sachiez que bonne veraye porte garentage de verite. Et est assaver que par guarde faite bonne est posee meite a meite entre does devises et mostre devise avant sey quant ele est om miluec lors devise avant [fol. 26.] sey et apres sey, et porte devise en la trenche de son plait et touz temps est communaus entre douez gens, et si li uns la ostet ou la remuet sanz lassentiment de lautre, il fait faussete et en puet estre repris come faussoners. Est assaver quant bonne est fors chemin, ele ha par garde fete sabatee devers lou chemin por recever fosse.

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[1] *Pignons*] Roquefort interprets pignon as "partie qui va en triangle, "et la plus elevée d'une muraille, ou "du mur d'un bâtiment."

[2] *guarde-faite*] This word is explained in the text further on as a landmark. It seems to be used in a different sense from guarde-fete, which occurs above.

[3] *de gotail*] This strange word occurs below, in connection with the eaves of a house, as if it signified a spout, goutière. The various glossaries give no assistance. Gotera is the Spanish word.

[4] *prodegens*] This is a phrase borrowed probably from an earlier order of things. It may mean simply discreet or trustworthy persons, or it may mean technically probi homines, freeholders. The phrase is used in this sense by Britton.

The coping stones[1] of enclosures intended for landmarks have not "sabatées," for they say that a coping stone (pignon) is a thing which establishes a right from the hour when it is made, if it does not appear otherwise by palings,[2] or by a roof above which has a spout, or by proof of freeholders.

Chapter xxxv. Of boundary posts.

A boundary post when it is set up ought to have at its foot below it little stones, as godchildren, which are called "gaites" (sentinels),[3] and if they are not there the boundary post does not carry with it so much assurance as it would have with its godchildren, if it is not ancient and approved from ancient time, and note, that a genuine boundary post carries with it an assurance of the truth; and it should be known, that for proof at sight, a boundary post is placed halfway between two divisions of land, and is evidence of a division before it when it is placed in the middle of the divisions before it and behind it, and it carries with it decisive proof of the division, and it is always common between the two owners, and if the one take it away or remove it without the assent of the other he commits a fraud, and may be proceeded against as guilty of a fraud. It is to be understood, when a boundary post is on the side of a high road, it has for the purpose of evidence at sight a sabatée (foot's length of ground) between it and the road to receive a ditch.

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[1] *coping stones*] The Editor is very doubtful as to the meaning of the word "pignon," and his interpretation of the entire paragraph is conjectural.

[2] *palings*] Bonnes, as boundaries between two estates, are mentioned in Les Coutumes de Beauvoisis, ch. xxx. § 27. Borne is another form of the same word.

[3] *sentinels*] Gaite is probably derived from cavere, to be on guard. Guet is the modern French word.

¶ Si hom ifait fosse, li fossez par garde faite est a celuy en la cuy chose hom veit giter lou cureiz[1] dau fousse. Si domques ne aparest que oli seit autrement par bonnes ou par autre prove.

Chapitre xxxvi. De sabbatee.

Sabbatee apelet hom la longor de i. pie de i. home, tot chauce[2] ob quey il vait. Garde faite apelet hom qui solement de simple veue fait prove.

[fol. 26. b.] ¶ Li boys et li boysson qui crest on fosse, neis encore sitot on fosse ou en leritage partenant au fosse, greguissent[3] gros arbres raige[4] de forést, il sunt au seignor dau fosse ou de leritage partenant au fosse; et ceu fut iuge por les heritages qui sunt porchayn a la forest davaylle. Si sunt ausi au seignur dau fosse la buche et li buysson sur raiz dau chemin ioste le fosse, tant come il enporra faire collir ob le bois dau fons de son fosse.

Chapitre xxxvii. Dans garenes.

Li fossez ou heritages est ioste chaice[5] ou guarene, ou ait counilz, et se fautent[6] en fosse ou en leritage, si o lest on fosse li sires dau fosse i porra fundra[7] lou faus[8] et prendre le conilz a son ops tant com il en poira fere ob le dreit recureiz de son fosse, et non [fol. 27.] plus; et autresi est en heritage tant com hom en poyra fere en cotivant[9] leaument son heritage ob fessor[10] ou ob charrue et non plus; mas tant cum ia que de sa malefete puet hom chaicer les conilz touz vis; mas

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[1] *cureiz*] curées: le carquois, Roquefort.

[2] *chauce*] chaucer, jouer aux des, Roquefort.

[3] *greguissent*] greindre, to grow, Roquefort.

[4] *raige*] sur raige. The same words are probably here intended as are written lower down sur raiz. Raiz: niveau, Roquefort.

[5] *et ioste chaice*] adjoin a chase.

[6] *fautent*] probably sautent.

[7] *fundra*] foudre: batir, Roquefort.

[8] *faus*] falsus, Roquefort.

[9] *cotiuant*] cultivant.

[10] *fessor*] fessoir: sorte de houe propre à remuer la terre, Roquefort.

If a man makes a ditch, the ditch for a proof at sight belongs to him on whose property the cleanings of the ditch[1] are cast, if indeed it is not apparent that it is otherwise, by bonnes or other proofs.

¶ Sabatée is the term given to the length of a man's foot, in whatever direction the man goes. Garde faite is the term for a thing which solely upon sight constitutes proof. Chapter xxx. Of a sabatée.

¶ The wood and the hedge which grows on a ditch, still more, if on a ditch or on the land which belongs to the ditch great trees grow on the edge of the forest, they belong to the owner of the ditch, or of the estate belonging to the ditch; and this was adjudged in the case of the estates neighbouring to the Forest of Availle. There also belong to the owners of the ditch the wood, and the hedge on the edge of the wood up to the ditch, as much as they can gather with the woo dfrom the bottom of the ditch.

If the ditches of heritages are next to a chase or a warren[2] where there are rabbits, and the rabbits leap into the ditch or on the land, if it be a ditch, the owner of the ditch may build a trap and take the rabbits for his own use, as many as he can, with the right of repairing his ditch, and nothing more; and so also it is with a private estate, as much as a man can work fairly, cultivating his ground with a hoe or with a plough, and not more; but a man may also chase the rabbits in every direction, as trespassing; Chapter xxxi. Of warrens.

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[1] *the cleanings of the ditch*] The word "cureiz," which means the carcase of a beast or the entrails of a hunted beast given to the hounds, signifies probably in this place the mud of the ditch, which was cast on the adjoining land when the ditch was cleaned.

[2] *warrens*] The Benedictine compilers of Gallia Christiana, in describing the diocese of the bishop of Saintes, tom. ii. p. 1053, speak of the island of Oleron as abounding in rabbits, "lepusculis abundat."

prendre ne les ideit hom, mie ob furet ni ob rez mas si les ipuet ferir de baston et retenir, et prendre, il ert sons ;[1] et ceu disom daus heritages qui sunt iostes les guarenes, quar ons autres heritages loig daus puet prendre les conilz et toutes autres bestes et oyseaus chaysables celuy, qui ert leritage a planere chaice, en tote manere que il puet.

Chapitre xxxviii. De lespace des coniz. [fol. 27. b.]

La loyndete de garene a ops de conilz dedens leritage porchain a la garene apelom lespace dune versaine,[2] et versaine apelon ceu que labouret dreitement a i. tor li gaigneres ob lo fessor et ob la charrue.

Chapitre xxxix. Daver essie a heritage enclos entre autres.

Si heritages est enclos dedens autres einsi que ni ait point dentree ne de issue, la seignorie lo idet doner par les autres heritages devers lou plus pres dau grant chemin charrau, tau que une beste chargee ob i. sac de ble, ou ob vne some de vin en costerez en puchet largement passer, quar assaver est que aucuns heritages nest sanz vee, neys pas encore poyz ou fontaynne.

¶ Toute reconoyssance fayte dauant prodes homes[3] vaut autant comme si aueit este faite en cort.

Chapitre xl. [fol. 28.] Dau mayre.

Li mayres est creguz de tout ceu que il dit comment que il dient comme iuges, ou comme clamis,[4] ou comme garenz; neys encore, se il se quereillot daucun de ses iurez, ert il creguz de ce que il dira, quar li maires est tenguz par son saigrement de iuger dreit et de dire verite et de faire leaute.

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[1] *sons*] saus, safe, from the Latin salvus.

[2] *versaine*] versane : certaine mesure, Roquefort. From the Latin vertere. Versaine in the dialect of Anjou meant a furrow.

[3] *prodes homes*] prudhommes.

[4] *clamis*] claimant or plaintiff.

he may not, however, take them with a ferret, nor with nets, but if he can strike them with a stick and detain them and capture them, he will be safe; and this we say of estates which adjoin warrens, for on other estates distant from warrens the owner of the estate may take rabbits, and all other beasts and birds of chase, in every manner that he can.

Chapter xxxii. Of the run[1] of the rabbits.

The distance from a warren for the use of the rabbits within the estate next to the warren extends over the space of a versaine,[2] and a versaine is the extent of ground which a labourer can cultivate fairly in a day with a hoe and a plough.

Chapter xxxiii. To have access to an estate enclosed amongst others.

If an estate is enclosed amongst others, so that there is no entrance nor exit, the seignory ought to grant a way through the other estates in the direction of the nearest part of the high road for carriages, such as a beast carrying a sack of wheat, or a load[3] of wine in panniers, may freely pass along; for it is to be understood that no estate is without a way to it, nor again without a well or a fountain.

¶ Every recognisance made before the prudhommes[4] is of the same value as if it had been made in court.

Chapter xl. Of the mayor.

The mayor is believed in anything which he says, in whatever way he may say it, whether as judge or as claimant, or as warrantor; still more, if he complains of any of his sworn men, he shall be believed as to what he shall say, for the mayor is bound by his oath to judge right, and to speak the truth, and to act fairly.

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[1] *run*] the space over which the rabbits may freely run.

[2] *versaine*] something like a hide of land, being the extent of land which an ox can plough in a day.

[3] *load*] some: charge, fardeau, Roquefort; bêtes de somme.

[4] *prudhommes*] It would appear from this and other passages that the prudhommes were magistrates of some kind or other, and not merely freeholders.

Chapitre xli. De malefaite de verger clos.

Si hom entret en rebost [1] en verger clos por faire male faite, et il iseit trobez, il ert repris comme leires,[2] et deit amander au dit daus prodes homes au seignor dau vergier sa malefaite; et apres li prevost en deit fere la iustice dau cors ou dau membres segont ceu que li maufaiteres aura deservi. Et se il est einsi que il ait abatu arbre qui seit einsi gros que il puchet estre perciez entravers ob talere,[3] par tant en nombre com [fol. 28. *b*.] il aura abatu par chemin rendra li maufaiteres au seignor dau verger. v. *sols.* de gage.

Chapitre xlii. De difference de verger clos et de declos.

Cest assaver que tant ha de difference entre maufaitor de verger clos et maufaitor de verger desclos, ou derosche,[4] nest pas repris comme leires, mas lamande en est autele comme de verger clos que nos avom dit. Mas assaver est que si la malefaite en verger ou en tosche [5] est taus que li maufaiteres ne la puchet amander, il deit par reson solement perdre le poig de lamande, ou le pie, ou loreille, ou estre seignez en la iote, estre lautre iustize de la seignorie.

Chapitre xliii. Qui meffait en la forest davaille. [fol. 29.]

La forest davaille lou rei atant de seignorie que, si hom itrenchet plancon sanz congie dau seignor ou dautre comandement, li maufaiteres por chascun plancon que il ara trenche o abatu deit rendre au seignor

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[1] *rebost*] rebot : cache, Roquefort.

[2] *leires*] from the Latin latrones.

[3] *talere*] talière : outil de charpentier pour percer le bois, Roquefort.

[4] *derosche*] The Editor ventures to think that the scribe ought to have here written "de tosche."

[5] *tosche*] This is evidently the same word with tousche: petit bois de haute futoie proche la maison du seigneur, Roquefort.

If a man enters secretly into an enclosed orchard to commit a trespass, and he is found there, he shall be seized as a robber, and ought to make amends at the discretion of two prudhommes to the owner of the orchard for his trespass; and afterwards the provost[1] ought to do justice upon his body or his members, according to what the trespass deserves. And if it be so that he has cut down a tree which is so large that it can be pierced through with a centre-bit,[2] for as many in number as he shall have cut down in the wood, the trespasser shall render to the owner of the orchard a penalty of five shillings.

Chapter xli. Of trespass in an enclosed orchard.

It is to be understood that there is this difference between a trespasser on an orchard enclosed and a trespasser on an orchard not enclosed, or on a plantation, that he is not seized as a robber, but the fine is as great as for an orchard enclosed, as we have said. But it is to be understood that if the trespass on an orchard or a plantation is such that the trespasser cannot make compensation, he ought reasonably only[3] to lose his hand, or his foot, or his ear, or be branded on the cheek, or suffer other justice from the seignory.

Chapter xlii. Of the difference between an orchard enclosed and not enclosed.

In the Forest of Availle[4] the king has such rights of lordship, that if a man cuts a branch of a tree without permission of the lord, or other authority, the trespasser for each branch that he has cut or thrown down ought

Chapter xliii. He who trespasses in the Forest of Availle.

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[1] *provost*] The provost or præpositus was the representative of the king.

[2] *a centre-bit*] Sufficiently thick that a hole might be bored through it with a centre-bit. The word "talere" may, however, have another meaning, namely, thick enough to be cut down for underwood, "bois taillés."

[3] *only*] that is, without being subject to any fine.

[4] *Availle*] The Forest of Availle was in the island of Oleron. Amongst the Gascon Rolls in the Record Office there are letters patent of 20 & 21 Edw. I., entitled De custodia de foresta de Navaille in insula Oleron concessa Roberto Bullebek (Bolebec).

lx. *sols.* de gage, ou sil ne puet rendre les gages il sera puniz en ses membres si cum nos avoms dit; et autretau disom daus conilz, daus faizans, et daus autres sauvayzines,[1] si hom les iprent sans conge.

¶ Mas li gros arbre tranche sanz conge ne portent mas vji. *sols.* de gage. Et est assaver, que autan gage cum portent li arbre, li conilz, et les autres sauvazines en la forest lo rey portent ous autres deffens en Oleron, a quiconques seient, quar quiconque les ya yl les tient dau rey.

¶ Deffens apelon les garenes et les boys que lentent deffenssables en fez,[2] mas assauer est, qui en luniver-
[fol. 29. *b.*] site doleron sanz lor deffens a ceus qui les iont neguns hons na avantage de chaicer.

¶ A chaicer en la vniuersite[3] vns nia plus que autre, neys chevalers plus que borgoys.

Chapitre xliv. Quant la plainte proposet plus hors demandes.

Si la plainte vers lo cite proposet a vne voiz plus hors demandes, et li citez proposet aucune excepcion par la raison daus aucunes demandes et non pas de toutes, ia por ceu mains ne respondra li citez daus autres demandes a que il ne proposeit pas les excepcions, si donques nest de demandes qui naschet de autre demande, si comme fruyz que home demande ou autres semblables fruiz de terre et domages que hom demande ob principau.

Vne voyz[4] apelom les clamors, que hom proposet a i. meisme ior, en vne meisme cort.

[fol. 30.] ¶ Excepcion apelom ce qui prolonge les iors o lou plait, ou qui efface la demande.

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[1] *sauvayzines*] This word is the same with sauvazines, that is, sauvagines, du gibier.

[2] *en fez*] en fait.

[3] *la vniuersite*] Land belonging to the Commune is probably meant, the word université being synonymous with a body corporate. The word may, however, be used here to denote a particular district, known by the name of l'Université, as in English "the Common."

[4] *Vne voyz*] une voix.

to pay to the lord sixty shillings penalty, and if he cannot pay the penalty, he shall be punished in his members, as above said. And we say as much in the case of rabbits, and pheasants,[1] and other wild game, if a man takes them without leave.

¶ But the great trees cut down without leave bring with them only seven shillings penalty. And it is to be understood that whatever penalty is payable for trees, rabbits, and other wild game in the forest of the king, the same is payable for other forbidden places in Oleron, to whomsoever they belong, for whoever has them holds them from the king.

Forbidden places is the name given to warrens and woods, which are capable of being protected in fact, for in the commune of Oleron every man has the advantage of the chase, unless he is forbidden by the owner of the land.

¶ In the commune no one has more right than another to chase—knights no more than burghers.

Chapter xliv. When the plaintiff advances several demands.

If the plaintiff advances with one voice several demands against the defendant, and the defendant advances any exception by reason of certain of the demands, and not of all, the defendant shall not answer to the other demands, to which he has offered no exception, if it be not to demands which arise out of other demands, as of fruits, which a man demands with other like produce of the ground, or damages, which a man demands with the principal.

¶ By the term "one voice" is meant the claims, which a man brings forward in one day, or in one court.

¶ By the term "exception" is meant that, which prolongs the day or the suit, or which effaces the demand.

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[1] *pheasants*] Aves phasiani were known to the Romans, so called from the river Phasis in Colchis, whence they were introduced into Europe.

Chapitre xlv. De ior assigne.

E si est einsi que seit assigne ior de conseil au cite, la plainte proposet au ior dau conseil de plus que il na fet en lautre iornee avant, et acreschet ou muet en sa demande, li citez par raison dau cressement ou dau muement il aura derechef ior de conseil sor totes los demandes en tant de fez, cum la plainte acrestra ou muera en sa demande, quar ia aus vnes demandes ne respondra sans les autres, quar sil ofaseit avis seret que on menast dous plaiz.

Chapitre xlvi. Quant hom parlet por autre. [fol. 30. *b.*]

Si hom parlet en cort por autre, cil por qui il parlet, ou sis autres conseil, puet corriger ou revoquer ce que sis raisoneres aura dit, seil veit que il ne die son profiet, mas, ce que la plainte ou li citez dit de sa propre boche, deit tenir fermete et estre estable. Si seret ol ausi ce que li raisonayres dit, si li clientons aveit dit, ge tienc por dit ceu que il dira. Mas si aiosteit sans lou commandement de me ou de mon conseil, adonques li clientons ou sis conseilz poent amander au raysouneor desique les parties se commandent iuger. Raisouneor[1] apelon plaideor qui parlet por autre.

¶ Clienton apelon celuy, por cuy hom parlet por autre en cort. Si recors est demandez en cort, il ne deit pas estre dounez decique les parties aient conegu o nee, quar recors ne se donet fors en paroles contre-

[1] *Raisouneor*] The term "Avocat" is used lower down. The phrase raisouneor is peculiar. Pierre de Fontaines, ch. xi. § 1, speaks of "emparliers" or "amparliers," which correspond with the phrase "avant-parliers" used in the Assises de Jerusalem, § xx., and in the Etablissements de Saint Louis, l. ii. ch. xiv. Narratores or banci narratores was the mediæval Latin term for pleaders. Counters was the early English term for the "serjeants "sachants la ley del Roialme, qui "servent al common des people a "pronouncier et defendre les actions "en jugement," Myrrour des Justices, ch. ii. § v.

Chapter xlv. Of a day assigned.

And if it be that a day of counsel[1] is assigned to the party cited, and the plaintiff brings forward on the day of counsel more than he did on the other day previous, and increases or changes his demand, the party cited by reason of the increase or the change shall forthwith have a day of counsel upon all the demands, and as often as the plaintiff increases or changes his demand, for the defendant shall not answer to one demand without the other, for if he did so it would result that two suits would be brought at once.

Chapter xlvi. When a man speaks for another.

If a man speaks in court for another, he for whom he speaks, or his other counsel, may correct or revoke what his reasoner may have said, if he sees that it is not for his advantage, but that which the plaintiff or defendant says of his own mouth ought to be held firm and be established. It shall also be so with what the reasoner has said, if the client shall say, "I hold "for said whatever he shall say." But if the reasoner adjusts a question without the authority of me or my counsel, then the client or his counsel may correct the reasoner, until the parties give authority to go to judgment. The pleader who pleads for another is called the "reasoner." [2]

Client is the name given to him, for whom a man speaks when he speaks for another person in court. If a record is demanded in court, it ought not to be given until the parties have admitted or denied,[3] for records are not given except where an issue has been

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[1] *a day of counsel*] a day for the defendant to appear after consultation. Dies consilii, qui concedebatur reo, ut ei de actori respondendo caveretur. Du Cange.

[2] *the reasoner*] It would seem that a person who was neither avocat nor conseiller might plead for a party in court, with certain exceptions, such as minors, deaf persons, and serfs. Assises de Jerusalem, § xvii.

[3] *admitted or denied*] that is, until issue has been joined.

dites, et ceu fut iuge on plait de Iohan Vilain desaint Pere et de Pere Gasc de Bone Amie.

[fol. 31.] ¶ Si la plainte ou li citez dit que il nentendit mie lassignacion dau ior, il en passera ob son saigrement de sey on de son mesage.

¶ Cest assauer que quant li mesages iuret, il tient celuy et dit einsi, si li aiut des[1] et li sainz euuangeles a celui, et nomet lo et acomplist son saigrement.

¶ La dreite hore de aparestre en cort duret decique amedi; li mayres tent encore sa cort, et adonques hom se presentet, si la partie averse est presentee, et ne ait encore mie pris congie, li maires en orra lo plait sauve la deffaute. Mas si la partie a pris congie, nen est mie plus tenue de entrer en plait, si ne se vost.

Chapitre xlvii. Quant olest guerre in Oleron.

¶ Si olest guerre en Oleron et convenge garnir navie[2] ou pais, neguns est tenuz entrer en navei vns plus que lautres, aynz tuyt emsemble.

[fol. 31. *b*.] ¶ Si on convient en veier escheigaites[3] aus costeres ou nia point de nombre taxe ou establi fors tau comme ert a la provetice[4] dau prodes homes dau pais, segont ce que sera mesters, et com cest que la semonsse en anget a loustau[5] oiant la gent de lostau, et deit leschaigaite aler de cler ior et quant li souleilz est levez, si en est mis en defaille rendra x. *sols.* au mayor por la defaille, et si autres demages avient en la defaille leschugaite en ert grevosement punie en cors et ous chouzes segont lo demage.

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[1] *si li aiut des*] "si le ait Diex" are the words of the oath in Les Coutumes de Beauvoisis, ch. xl.

[2] *navie*] from navigium. The maritime conscription seems to have been general in Oleron.

[3] *escheigaites*] eschargaite is the more usual form of this word.

[4] *provetice*] from the Latin providentia.

[5] *a loustau*] The word "ostau" is generally used to signify a household, but it may be here an inflexion of oste, an army.

raised, and this was adjudged in the suit of Johan Vilain of St. Pierre, and Pierre Gaze of Bone Amie.

¶ If the plaintiff or the defendant says that he did not understand the assignation of a day, he shall pass free upon the oath of himself and his household.

¶ It is to be understood that when the messenger[1] of the court administers the oath, he holds the party and says thus, "So God him help and the holy evangelists," and he names him and completes the oath.

¶ The right hour to appear in court lasts up to mid-day. If the mayor holds still his court, and thereupon a man presents himself, and the adverse party is present and has not taken his leave, the mayor shall hear the suit without default, but if the party has taken leave, he is not any longer obliged to enter upon the suit if he does not wish.

Chapter xlvii. When there is war in Oleron.

¶ If there should be war in Oleron, and it is agreed to fit out a navy in the country,[2] no one is compelled to enter into the navy more than another, all are liable alike.

¶ If it is agreed to send scouts on the coast, there is no taxed or established number other than what shall be arranged by the precaution of the prudhommes of the country, according to what may be necessary, and when the summons shall be sent to every house, in the hearing of the people of the house, the scouts ought to go forth in the clear day, and after the sun has risen if they are in default they shall pay ten shillings to the mayor for their default, and if other damage arise out of their default, the scouts shall be severely punished in person and in property according to the damage.

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[1] *messenger*] "Apparitor" would be the Latin title of the officer of the court.

[2] *a navy in the country*] The word navie is translated by Roquefort, flotte de guerre ou marchande.

Chapitre xlviii. Quant hom est traiz par garantage. [fol. 32.]

Si hom est traiz en garentie et apareschet que la chose, de quey il est traiz en garentie, est soe ou en est torneres au compainz, ou li profet en est ou sera sons, si garentages ne vaut rens, quar ce sereit guarentir a son ops meisme. Mas se il en est en la choze messages ou comanz dautre, sis guarentages est vaillanz et provables.

Chapitre xlix. De fiance.

Si plusors sunt tengu fiances ou guarenteor a autre et chascun por le tout, chascum nen est tenuz fors par sa ferme[1] tandis que li autre seront trobe vif et trouable et poissant, quar quant hom dit chascu por letout ceu est a entendre que si li vns deffaut par mort ou par de partie dau pais ou par le decheement[2] de ses chozes ou par autre schison li autres est tenuz por le tout.

Si hom teut en pignore autruy choze ou en commande ol est assez, se il imet ausi grant diligence ou garde comme en la soe choze domayne einsi que si [fol. 32. *b.*] hom part ob la soe choze il nen amandera ia rens mas sil ou pert sanz de la soe choze il ou amandera tout.

Si hom estranges na auocat ou conseil et le demandet, li mayres lo y dera soceant, et cilz dera au conseil salayre resonnable a lestimacion de prodes homes de la cort, et cil a cuy li mayres commandera que il seit li auocat o li conseil ne deit mie refuser si domques nestoyt dau conseil a lautre partie ou sil naueit autre excusacion leau.

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[1] *ferme*] assurance or caution, from the Latin firmare.

[2] *decheement*] from décheoir, aller en décadence.

If a man is produced to guarantee, and it appears that the thing which he is produced to guarantee is safe, or is employed in partnership, or the profit of it is or will be safe, his guaranty is worth nothing, for this would be to guarantee a thing for one's own service. But if the thing be in the hands of an agent, or at the disposition of another, his guarantee is effective and proveable.

Chapter xlviii. When a man is produced to guarantee.

If several are bound as sureties or guarantees of another, and each is bound for the whole, each is not bound for more than his own share by his bail bond as long as the others shall be found alive, and are producible and able to pay, for when a man says "each for all," it is to be understood that if one fails by death or by departure from the country, or by the destruction of his property, or by any other cause, the others are bound for the whole.

Chapter xlix. Of sureties.

If a man holds in pledge or in deposit a thing which is the property of another person, it will be sufficient if he employs the same diligence and safeguard as in a thing of his own property, so that if a man loses it with his own property, he shall not make compensation, but if he loses it without losing at the same time his own property, he shall make compensation for the whole of it.

If a stranger has neither advocate[1] nor counsel and requires them, the mayor shall give him sufficient of them, and he shall pay to the counsel a reasonable fee according to the estimate of the prudhommes of the court, and he, whom the mayor shall recommend to the stranger, that he shall be his advocate or his counsel, ought not to refuse, unless he be of counsel to the other party or have other loyal excuse.

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[1] *advocate*] The term raisonner has been used above. The advocate always was presumed to speak par commandement de celui, de cui est li plais. Assises de Jerusalem, xx.

E vere[1] fiance et creantor ha itau difference, creanceres est tenuz ausi comme li deptres. Et est assaver que li creancers ne pot mie prendre par pignore par sa propre auctorite sanz conge de seignor la choze dau [fol. 33.] deptor. Si donques au commencement de lor convenanz ne fut la choze liee nomeement einsi com non dit, Ge vos suy tenuz et les meies chozes.

Chapitre 1. De sazine.

Sazine est dite en maintes maneres. Sazine est, qui est dite naturaus, et ce est cele qui vient a home, quant dreit naturaument lo sazist apres la mort dautre de son dreit heritage. Et est sazine, qui vient a home quant yl espleite la choze comme soe apertement veant la gent.[2] Et est sazine, qui vient a home quant par rayson dachat ou dedon de commandement ou dautre choze home est sazit de la choze. Et est assaver que maites feiz[3] sazist hom autre home de aucune choze, ob. i. festu, ou ob. i. gant, ou ob. i. chaperon, ou ob aucune autre choze et tot vaut et est [fol. 33. b.] sazine. Et si est einsi que hom se clame dessaziz, il deit bein dire la forme de la sazine que il aveit avant que il fust dessaziz. E de la dessazine que li a fait la partie adverse, por ce que plus hors maneres sunt de sazines et plusors de dessazines, quar dessazirs[4] est entrer en la chouze et coctiver la par sa propre auctorite, ou oster les coctivors de celuy qui tenet la choze

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[1] *E uere*] Envers.

[2] *veant la gent*] En presence de tout le monde, Roquefort.

[3] *maites feiz*] maintes fois.

[4] *dessazirs*] Disseisin is defined in the Myrrour des Justices as "un "personel trespas de tortious ouster "de possession."

Between the surety and the creditor there is this difference: a creditor is bound just as a debtor; and it is to be understood, that a creditor cannot take the property of a debtor as a pledge by his own authority without leave of the lord, if indeed at the commencement of the contract the thing was not specifically bound in the usual words, "I bind myself and my goods to you."

Chapter I. Of seisin.

Seisin [1] is spoken of in many manners. There is first seisin which is called natural, and this is when a thing comes to a man of natural right, where after the death of another he succeeds by right of inheritance to property. Seisin also is acquired by a man, when he employs a thing openly as his own in the sight of the public; and seisin is also acquired by a man, when by reason of purchase, or of gift, or of deposit, or of other act, a man is seised of a thing. And it is to be understood that a man often gives seisin to another man of a thing with one beam, or with one glove, or with one hat, or with any other one thing, and the one thing is equivalent to the whole, and this constitutes seisin of it. And so it is if a man complains of disseisin, he ought to state clearly the manner of the seisin which he had before he was disseised, and of the disseisin which the adverse party has effected against him, because there are several modes of seisin, and several modes of disseisin;[2] for disseisin is to enter on a property and to cultivate it of one's own authority, or to oust the cultivators of him who held the

[1] *seisin*] Britton in speaking of seisin, l. ii. ch. ix., says, "Possessioun proprement est seisine et "tenir de acune chose par cors et "par volunté oveke la propreté."

[2] *disseisin*] Britton, l. ii. ch. xi., § 2, says, En plusours maneres porra homme estre disseisi. Car cestui est proprement disseisi, qi a tort est engettè de acun tenement qe il avera peisiblement tenu, et en qi persone eynt esté joynt le dreit de propreté de fee, et le dreit de la possession de fraunc tenement et la seisine.

ayant en sazine ou en fazent hi force en autre manere. Et est assaver que cilz, qui dessazist autre, deit rendre a lautre la restitucion de sa sazine, et v. *sols.* de gage, et au maior lix. *sols.*

¶ Si sires par sa quereille sazist la choze et li autres tienget de luy, et li teneres la veaut affiancer, li sires laideit leiser affiancer, souz tele fiance, que li teneres [fol. 34.] facet dreit, si tort li a fait, et au ior dau plait et a lore que li teneres se sera presentez davant lo seignor par dreit fere, li sires deit quipter les fiances et dessazir plenerement la choze. Car neguns hom ne deit plaideer sa choze dessaziz, neis encore puys que la choze ne sereit sous fiance. Ainz deit li sires dessazir la choze que il aura sazie avant que li teneres ia entrent en plait. Et sachez que gaagneres ou coctiveres na point de sazine e la choze que il tient ou coytive[1] dautre, ne on fruit neys tandis que il seront dedens la choze, ausi qui tent oscle ne ia point naturaument de sazi ons chozes de loscle, quar il ne ya fors luse fruit.

¶ Sazine de espleit vaut davant toutes les autres [fol. 34. *b.*] quant a raisgner[2] pure sazine, quar cele ne perdra hom iamais sanz iugement. Ne ia nen plaideiera hom dessaziz.

Chapitre li. De garior.

Garior apelet hom celuy, par cuy auctorite ou par cuy commandement om a traite ou esplete la choze.

Chapitre lii. Dans convenanz.

¶ Si hom fait convenant ou marche et ille facet par sey et par autre, ou encore solement par autre et de-

[1] *coytive*] cultive, ensemencer ; en Langued. Couytiva, Roquefort.

[2] *raisgner*] from the Latin ratiocinari.

property beforehand in seisin, or in using force to them in some other manner. And it is to be understood that he who disseises another, ought to render to the other his seisin and five shillings penalty, and to the mayor fifty-nine shillings.

¶ If a lord in his own quarrel seizes property, and another holds from him, and the tenant wishes to give security for it, the lord ought to allow security to be given for it on these terms, that the tenant will do right if he has done wrong; and on the day of the trial, and at the hour when the tenant shall present himself before the lord to do right, the lord ought to release his security, and fully disseise the property. For no man ought to plead that his property be disseised, much less that the property shall not be under securities. Accordingly, the lord ought to disseise the property which he has seized, before the tenant enters upon the trial. And know that labourers and cultivators have no seisin in any property which they hold and cultivate of another person, nor of the crops, as long as they shall not be within the property; also he who holds dowry land has not naturally seisin of the property in dower, for he has nothing but the usufruct.

¶ Seisin of cleared land[1] comes before all other seisins, as regards pleading pure seisin, for this a man will never lose without judgment, and a man disseised may plead it.

Chapter li. Of a warrantor.

By warrantor is meant a person, by whose authority or by whose mandate one has treated or employed a thing.

Chapter lii. Of contracts.

¶ If a man makes a contract or a bargain, and he does it by himself and by another, or solely by another,

[1] *cleared land*] land which the possessor has cleared and brought under cultivation, and of which he has been the first occupant.

viset nommeement lautre, cilz o qui il aura fet lou convenant est tenguz a lautre ausi comme a luy meismes. Mas si om nei nomet lautre, cil ob cuy il aura fait lo marche nest point tenuz a lautre.

¶ Sur covenanz et sur marchez na point dessec[1] en Oleron, mas cilz qui achatet puet bien se il veaut ob sey a compaigner autre, et se il ia compaignet autre li autres deit sanz deslay paier sa partie. Si donques [fol. 35.] nia convenant de terme, celuy qui lo aura ob sey acompaigne, paiet les deners selont la ferme de la compaignie. Neys encore avant que ia rens ait de la choze de la compaignie. Car il nest de riens tenuz a lautre marcheant fors a celuy, qui lou ha ob sey acompaigne ne ia li marcheanz riens ne li puet demander, fors a celuy qui fist lo marche ob luy, quar celuy le dit de tot paier. Et si est einsi qui il iayt convenant de terme, cilz qui ert acompaignonez on marche deit bien son compaignon a segurer[2] que ille pait au terme. Iceu fut iuge on plait de Iosseame Osmont et de Gumbaut Boysseau sur vne compaignie de oysios.

¶ Essec[3] apelet hom, quant home achatet chose et autres clamet en la paumee part.

[fol. 35. b.] ¶ Si convenanz est faiz entre gent Doleron et gent dautre pais, et apres en sordet plaiz, li plaiz en ert oyz on pais, ou li convenanz aura este faiz, quar plus legerement ipuet hom oir ceaus qui auront oy lo convenant.

¶ Ob vne sole garentie provet hom sa demande en ta manere. Quan hom ha vi. homes leaus qui iurent

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[1] *dessec*] The term "essec" is explained below to mean a kind of compulsory option, which one partner gave to another to sell his own or to buy his partner's share at a given price.

[2] *a segurer*] assecurer.

[3] *Essec*] This word seems to be used in this place in a sense other than that, which is below explained as between partners in a ship.

and appoints the other person specifically, he with whom he has made the contract is bound to the other equally as to himself. But if he has not named the other, he with whom he has made the bargain is not bound to the other.

¶ Upon contracts and upon bargains there is no "essec" in Oleron, but he who buys may well, if he will, with himself take another into partnership, and if he takes another into partnership the other ought to pay without delay his share. If then there is no covenant as to term, he who shall have admitted a partner with himself pays the money according to the undertaking of the partnership, even before he has any of the property of the partner. For the partner is liable for nothing to the other merchant, except to him who has taken him into partnership, nor can the merchant demand anything except from him who made the purchase from him, for he ought to pay the whole. And if it be so, that there is an agreement for a term, he who shall have accompanied him to the market, ought to secure his partner that he pay at the term fixed. This was adjudged in the suit of Josseame Osmont and Gumbaut Boysseau upon a partnership of birds.

¶ The term essec is employed when a man buys a thing and another claims a share in the bidding.

¶ If a contract is made between people of Oleron and people of another country, and afterwards if suit arises, the suit shall be heard in the country where the contract was made, for one can there hear more easily those who shall have heard the contract.

¶ With a sole guarantee a person proves his demand in this manner. When a man has six loyal men,[1] who

[1] *six loyal men*] These were clearly compurgators, who spoke to the credibility of the guarantee. Twelve was the usual number of compurgators amongst the Germanic tribes, but seven was the number of Scabini required to form a court by the Capitularies, anno 803, and the number of witnesses, like that of the Scabini, was usually

apres la garentie que il creent que la guarentie a garanti verite, et ce fut iuge om plait de Guingant de Perroe.

Chapitre liii. De fons de terre par tengue.

De plait de fons de terre si hom veaut raisgner la choze par tengue,[1] il la deit raigner en tau manere. Il deit dire que il a tengue la choze i. an. et i. ior ben et leaument et par son dreiturage sanz deffensse de dreit seignor, et si hom avoet ou raignet en tau [fol. 36.] manere tengue, il en ert tenguz par son saigrement et guagnera par tengue, si donques la partie adverse ne veaut prover par garanties, que il ait fet deffensse par son dreit seignor dedens lan et le ior, ou laveit se veans proteste davant lo seignur, si li averseres esteit iors dau pais yssi que ne ifust trovez dedenz les vii. iors que il ou aveit sogu[2] retorne om pais, quar cestes chozes li averseres provet par garenties, la tengue ert entrerumpue et ne vaudra rens.

¶ Ausi est se dit om de depte qui nest demandee dedens lan et 1. ior, et li deteres veut iurer, quil ayt paie locreancer, yl en sera creuz.

¶ Dreit seignor[3] apelom celuy qui en poet la cort tenir. Si hom veit tenir sa choze a autre et ne vouget [fol. 36. b.] metre deffense, la deffensse ne vaut rens si nest faite par dreit seignor; hom espletet la chouze, il en det lougage[4] au seignour, ceu est assaver lix. *sols.* si li mayres en est sires.

[1] *par tengue*] by tenure.
[2] *sogu*] su, as ogu for eu.
[3] *Dreit seignor*] The lord of the manor, the lord who had jurisdiction over the fief.
[4] *lougage*] lou gage, the penalty.

swear after the guarantee, that they believe the guarantee has guaranteed the truth, and this was adjudged in the case of Guingant de Perroe.

Chapter liii. Of landed estate by tenure.

In a suit for landed estate, if a man wishes to maintain his right to property by tenure, he ought to maintain it in this manner. He ought to say that he has held the property for a year and a day well and loyally and by right, without objection on the part of the lord of the manor, and if a man asserts and maintains his tenure in this manner he shall support it by his oath, and shall gain by [his plea of] tenure, if indeed the adverse party cannot prove by guarantees, that he has objected through the lord of his manor within a year and a day, or had laid his protest before the lord, if the adverse party was out of the country and was not to be found, within seven days immediately after his return to the country was known, for if the adverse party can prove these things, the tenure is interrupted and will be of no avail.

¶ So also it is said in the case of debt, which is not demanded within a year and a day, if the debtor is willing to swear that he has paid the creditor, he shall be believed.

¶ The lord of the manor is he, who is entitled to hold a court. If a man sees his property held by another, and wishes to protest, the protest is of no avail unless it is made through the lord of the manor. If a man works the property,[1] he must pay a fee to the lord, that is to say fifty-nine shillings, if the mayor is the lord.

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seven. The Constitution of Royan, ch. xx., had an analogous rule, that against the word of one jurat an accused party might purge himself by his own oath and the oath of six men.

[1] *works the property*] This paragraph is not very intelligible, but there may be some special meaning of the word "espleitet" in the sense of clearing or working land for the first time.

¶ Si hom veit que cilz qui tent la choze, en quey autres clamet part ou la clamet toute, soe seit soupeconos de la choze de barder ou de se en aler, et ne seit poissanz[1] de la chouze restituer, li sires deit prendre la choze en sa mayn a la requeste de la partie adverse, por la choze garder decique ol seit sogu a la quau partie la choze devra estre leaument. Ne pero si li teneres puet et veaut affiancer la choze, li sires laidet[2] bien laisser affiancer souz fiance soceant, et ert la fiance tengue au seignur de ses dreiz et a laverse partie dau
[fol. 37.] dreiturage de sa demande, et itau[3] fiance nest pas quipte decique dreiz ait les parties departi et rendu son dreit a chascun.

¶ E si est einsi que la plainte, qui veit sa choze tenir a autre, vee est[4] que il ne puchet promtement trober lo seignor, que sil lou aloit querre, le teneres entandis porreit debarder la choze, il puet ben par sa propre auctorite detenir la choze, decique il ou ait fet assaver a la seignorie dau fey. Mas il deit lou seignor ausi tost aler querre et li mostrer sa plainte.

¶ De autretau meismes detenue puet fere li creancers o sis commandemenz sus la choze de son deptor.

¶ Ceu qui est fait par celuy, qui est commandement dautre, deit ous chozes en quey il est establiz commandemenz estre ausi estable cum si li sires meismes o aveit fait.

[fol. 37. *b.*] Chapitre liv. Dau mayre.

Li maires ne tent cort davant sey de fonz de terre, fors de ceu qui est ou fey daus quatre seignors ou en autres fez, dont la cort seit mon seignur le rey, si li plaiz estet de gens qui ne fussent de la commune.

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[1] *poissanz*] puissant.
[2] *laidet*] la deit.
[3] *itau*] tel.
[4] *vee est*] veest.

¶ If a man sees that he who possesses the thing, in which another claims part or claims the whole for himself, is suspected of removing the thing, or of going away, and is not of sufficient substance to restore the thing, the lord ought to take the thing into his own hands, at the request of the adverse party, to keep the thing until it be known to which party the thing ought fairly to belong. Nevertheless, if the possessor can and will find security for the thing, the lord ought properly to allow him to give sufficient security, and the sureties shall be bound to the lord for his right and to the adverse party for the justice of his demand, and such sureties are not relieved until justice has been done between the parties, and right has been rendered to each.

¶ And if it be so, that the plaintiff, who sees his property held by another, sees that he cannot promptly find the lord, and that if he goes to seek him, the possessor may meanwhile carry away the property, he may well of his own authority detain the thing until he has made it known to the seignory of the fief. But he ought to go in search of the lord as soon as possible and exhibit to him his claim.

¶ A creditor or his mandatory may make the like seizure of the property of his debtor.

¶ That which is done by him who is the mandatory of another, ought to be in the matter, in which he has been appointed mandatory, as stable as if the owner had done it.

Chapter liv. Of the mayor.

¶ The mayor does not hold a court before him in matters of landed estate, except in the case of land which is a fief of "the four lords," or in the case of other fiefs, of which the jurisdiction is with his majesty the king, if the suit is of persons who are not of the commune.

Chapitre lv. Qui fretet nef dautre.

Si hons fretet nef dautre en Oleron a porter vins en autres pais, ia neu aura porte xxi. tonea por xx., si nomeement ne est devise ou marche fayre.[1]

Chapitre lvi. Quant hom achatet vin dautre.

¶ Si hom achatet vin dautre, et li achateres semonget lo vendor que il aparaille comme il livre son vin, et li venderes metet lou seir[2] chenele[3] on toneau o lo apareillet en autre manere por lo vin livrer et la nuyt par la chenele li vins verset ou sen anget en [fol. 38.] autre manere, li vins est perduz au vendeor par ceu que il li est livrez; et ceu est quant li vins est venduz sanz terme de prize, mas sil est venduz a terme establi de prendre, lo terme passe la venture est a lachateor, et ceu fut iuge om plait de Constantin Iosseaume de Doulux et de marchanz qui avient achate vin de luy.

¶ Et est assaver que quant hom vent choze sanz terme devise aprendre, et veet que li achateres les chozes proloignent aprendre, il len deit fere semondre par la seignorie, et li sires deit ben fere semondre lachateor que il prenge la choze vendue et la paiet dedens sept iors au plus tart, ou il perdreit son marche ou li enperemenz[4] daus chozes tornerent tout sur luy, la [fol. 38. *b*.] quau chouse li venderes voudreit, mays ou en deit restituer ob tot li achateres au vendeor ses damages.

Chapitre lvii. Quant filz

Si filz ou fille qui set om baillou[5] au pain o au vin de son pere est citez, li peres en aura sa cort, si

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[1] *on marche fayre*] en faisant la marché.

[2] *seir*] This may be a prefix of the following word.

[3] *chenele*] chenal, canale. This word probably signifies a tap to draw off the wine from the vats, or it may be a syphon, such as is used to draw off spirits.

[4] *enperemenz*] empirements.

[5] *om baillou*] On appelle "bail" la jouissance que les pères, les mères, et les collatéraux ont des biens des mineurs sans leur en rendre compte a la charge de les nourrir et des les acquitter de toutes leurs dettes. En quelques coutumes cette jouissance est nommé garde en ligne directe, et bail en collatérale. Ici en ligne directe, comme en collatérale elle est nommée bail. Cf. Ordonnance des Rois de France, tom. i. p. 58.

Chapter lv. He who freights the ship of another.

If a man freights the ship of another person in Oleron to carry wines to another country, he shall carry twenty-one tons for twenty, although it is not specifically agreed upon in making the bargain.

Chapter lvi. When a man buys wine of another.

If a man buys wine of another, and the buyer summons the seller that he make ready to deliver the wine, and the seller puts a funnel into the tun, or prepares in another manner to deliver the wine, and during the night the wine runs out by the funnel, or escapes in some other manner, the wine is lost to the seller because he has to deliver the wine; and this is the case when the wine is sold without any term fixed to take it away, but if it is sold for a term fixed to take it away, and the term elapses, the risk is with the buyer, and this was adjudged in the suit of Constantine Josseaume of Doulx and the merchant who had bought wine of him.

¶ And it is to be understood, that when a man sells a thing without any term stipulated to take it away, and sees that the purchaser delays to take the thing away, he ought to summon him by the seignory, and the lord ought to cause the purchaser to be summoned that he should take away the thing sold, and pay for it within seven days at the latest, or he shall lose his bargain, and any deterioration of the property shall devolve altogether upon him, whichever the seller chooses, or the purchaser ought to restore with the whole to the seller his damages.

Chapter lvii. When a son who is

If son or daughter, who is under the guardianship and eats the bread and the wine of the father, is cited,

om baillou de son pere est citez. ol est raigne. Et est assaver que quant cort vient einsi au mari de sa femme et au pere de son enffant, il en puent tenir cort sur lor banc[1] se il volent, ou aillors en lues acostumez a cort tenir. Mas il devent la cort mener ausi cum lamenast lou sires dont la cort lor est venue, et ideit estre le commandement di celuy seignur, et si gages ichiet il est a celui seignur.

Chapitre lviii. Quant home de la commune plaideet contre home qui nest par de la commune. [fol. 39.]

Si hom de la commune plaideet contre home qui ne seit pas de la commune, et cilz qui nest pas de la commune requiert autre iure que il seit por luy contre le iure de la commune, il ne deit pas estre contres ou iure por lautre, neis encore se il 'li' donet partie de sa demande por lautre conquere, si donques nest li autres sis parenz, ou done en avocat ou en conseil par lesgart de la cort.

¶ Mas si est einsi que homs de la commune par dreiturage partet[2] en chozes ob autres qui ne seent pas de la commune, si les chozes sunt non devisees il puet bien raigner totes les chozes, et ceu est par la raison de sa partie. Quar ia seit ce que tuyt cil de la commune seient tenuz par saigrement lun a lautre, a en dre est que plus est tenuz chascuns a son parent que a autre, ia seit ce que il seit iurez de la commune en sa choze guarder que ne deperichet.

[fol. 39. *b.*] Chapitre lix. De plaiz de fonz de terre [da-

Si plaiz est de fons de terre davant lo maior de choze qui seit en autre fez que en fez reau, si li plaiz vient a tant que par iugement de la cort au mayor en seit garde veue et apres en seit respote donee, chas-

[1] *lor banc*] the bench of justice. Banco, seggio del judice, Ducange.

[2] *partet*] is partner in things with others.

the father shall have his court, if he is arraigned. And it is to be understood, that when a court thus comes to the husband of a wife, or to the father of a child, he may hold the court on his bench,[1] if he wishes, or elsewhere in the place accustomed for the court to be held. But the court should be conducted as the lord would conduct it, whose court has come to him, and it ought to be by the mandate of the lord, and if a penalty is awarded, it goes to the lord. a ward of his father is cited.

Chapter lviii. When a man of the commune sues a man who is not of the commune.

If a man of the commune sues a man who is not of the commune, and he who is not of the commune requests another juror that he may be for him against the juror of the commune, he ought not to object against the juror for the other, much less if he grants him part of his demand for the other's advantage, unless the other be his relative, or be assigned as his advocate or as his counsel by the direction of the court.

¶ But if it happen that a man of the commune by right shares in property with others who are not of the commune, if the property is not settled, he may arraign all the property, and this by reason of his share. For it may be that those of the commune are bound by oath one to another, just as each person is bound to his parent more than to another, and it may be that he is a sworn man of the commune to guard its property, that it perishes not.

Chapter lix. Of a suit for landed estate before the mayor.

If a suit is for landed estate before the mayor, of things which are in another than a royal fief, if the suit goes so far that by the judgment of the mayor's court a view of the property has been made, and

[1] *his bench*] This paragraph is not very intelligible. It would almost seem as if the father, by virtue of the patria potestas exercised jurisdiction in the name of the lord, where a minor child living in his house was sued as defendant.

vant lo maior]. cune daus parties, ou deit par segre lou plait davant lo maior decique en la fin. Et tenir en lo iuge quar de son non iuge poet hom faire son iuge, et si aucune daus parties nest de la commune, et ne veauge tenir lo iuge, li sires dau fe cuy il ert hons lo li deit fere tenir a la requeste dau mayor. Mas avant que li plaiz soit entemez ne respote donee, si lune daus parties ou enbedoes[1] reclamet la cort dau seignor en cuy fe seront les chozes, et cilz sires en aura la cort, et tot ceu [fol. 40.] que il en auront fet davant lo maior sera comme non fet. E est assaver, que apres ce que li plaiz ert achevez dau fonz davant lo seignur dau fe, daus fruz, et daus demores, et daus autres incidenz por ce que ce sunt mobles en ert la cort au maior, si domques nen a estee faite demande en lautre cort ob lo fonz, quar einsi finera de tot.

Cilz qui depecet[2] o en pestret[3] autruy sazine deit a la plainte v. *sols.*, de gage et li mayres de lix. *sols.*

¶ Si hom est citez davant lo mayor, et il deffaut iii. fez continueement, li sires sazira la demande en sa main et dira einsi, ge met en ma mayn la demande que cist a fait a celuy, et nomera les persones et la [fol. 40.*b.*] demande, et apres dera ior au cite que il li vienge faire dreit, et li dreiz est itaus que rendra li citez les gages daus deffailles au seignor, se il iuient a donques. Mas si donques ne iuient, li sires sazira la plainte de sa demande comme de son dreiturage. De baton a la plainte v. *sols.* damande et li maires lix. *sols.* de gage, et ceu est de simple baton. Mas si li batons est granz segont

[1] *enbedoes*] ambo, deux, both of the two.

[2] *depecet*] literally, pulls to pieces.

[3] *en pestret*] empestret, impedit.

[4] *se il iuient*] s'il vient.

afterwards a respite given, each of the two parties ought to prosecute the suit before the mayor to its conclusion, and acquiesce in the judge; for a man may constitute one his judge, who is not properly his judge; and if any one of the parties is not of the commune and does not wish to acquiesce in the judge, the lord of the fief whose man he is, ought, to make him acquiesce at the request of the mayor. But before the suit be contested and the respite given, if one of the two parties, or both, reclaim the court of the lord in whose fief the property is, the lord shall hold his court, and all that which they have done before the mayor shall be as if not done. And it is to be known that after the suit shall be finished respecting landed estate before the lord of the fief, of the crops, and of the demurrage, and of the other incidents, because they are moveables, the court of the mayor shall have jurisdiction, if indeed no demand for them has been made in the other court with the estate, for in that case it shall decide the whole.

He who infringes or harasses another's seisin owes to the plaintiff five shillings penalty, and to the mayor fifty-nine shillings.

¶ If a man is cited before the mayor, and makes default three times successively, the lord shall seize the thing demanded into his hands, and shall say thus: I take into my hands the thing demanded against this party, and he shall name the parties and the thing demanded, and afterwards shall assign a day to the party cited, that he come to do justice, and justice requires that the party cited shall pay the penalties for his defaults to the lord, if he at length comes. But if he does not come, the lord shall put the plaintiff in possession of the thing claimed by him, as of his own right. For an assault to the plaintiff five shillings compensation is due, and to the mayor fifty-nine shillings penalty; and this is for simple battery. But if

lo meffait, et segont la persone qui aura este batue et segont la costumance do bator lamende ert maire a la plainte, et sera iugee lamende a lesgart dau mayre et daus esqueuins et li gages au mayor ert en la merci dau mayor.

¶ Ausi de convices et de laidengices [1] segont lonestete [2] de la persone a cuy sera dit, et segont la costumance de celuy qui la dira, ert lamende a la plainte al esgart [3] [fol. 41.] dau maior et li gages i est de lix. *sols.*

Chapitre lx. Daver cos et demores par plait.

Si hom voleit aver couz ou demorez [4] que ait fait en ochison deplait en la cort au mayor, il les demandera en fazent reson comme de principau et se il les provet il li seront restitues, et autrement non.

Si on chozes en que il et autres seront parsoner veit tenir a autre engages qui ren ne iait a faire, il semondra les parsoners que il li demandent la choze, et metront lor part ou cos, et ons missions qui seront feites on plait, et si li parsoner ne sunt deage et il seent en bail,[5] il deit semondre lor ductors;[6] et si par sa semonse ne le volent faire, il les en fera semondre par la seignorie, et si apres la semonse de la seignorie [fol. 41. *b.*] il ni volent venir, tot ce que il porra de la choze conquerre sera son perpetuaument [7] domain, et li autre ne y auront iames [8] rens. Car om part [9] soent son dreit par sa negligence. Mas si li parsoner ne sont deage et ne scent en bail quant sunt enfant et sunt sanz tutor que il puchent saver la semonse qui lor sereit

[1] *laideugices*] leidenger, loedorer, Latin lædere.

[2] *lonestete*] l'honnêtete.

[3] *a lesgart*] à l'esgard, à l'égard.

[4] *demorez*] from the Latin mora, delay.

[5] *il seent en bail*] if they are minors and have guardians in respect of their estate held as a fief.

[6] *ductors*] This is probably a miswriting for tutors.

[7] *son perpetuaument*] son propre seems to be here required.

[8] *iames*] jamais.

[9] *om part*] on perd.

the assault is violent, according to the trespass, and according to the person who has been assaulted, and according to the habit of the assailant, the compensation shall be greater to the plaintiff; and the compensation shall be adjudged by the award of the mayor and of the echevins, and the penalty to the mayor shall be at the mercy of the mayor.

¶ So of reproaches and insults, according to the respectability of the person to whom they shall be said, and according to the habit of the person who shall say them, shall be compensation made to the plaintiff by the award of the mayor, and the fees to him are fifty-nine shillings.

Chapter lx. Of having costs and demurrage for the suit.

If a man wishes to have the costs or demurrage which he has incurred on occasion of a suit in the court of the mayor, he shall demand them, stating reasons for them, as for the principal sum, and they shall be rendered to him if he proves them, but not otherwise.

If in things in which he and others are partners, he sees the others engaged that there shall be nothing done, he shall summon the partners, that they demand the thing and contribute their part in costs and expenses which shall be made in the suit; and if the partners are not of age and they are under guardianship, he ought to summon their tutors, and if upon his summons they will not act, he shall have them summoned by the seignory, and if after the summons of the seignory they will not come, all which he can collect of the things shall be his own property, and the others shall have nothing. For a person often loses his right by his negligence. But if the partners are not of age and are not under guardianship, although they are infants, and they are without a tutor who can be made aware of the summons which shall be

faite, ia rens ne vaudreit. Mas si li parsoners conquert la choze, il en levera ses couz, et ses missions, et ses demores, avant que li menor[1] en ayent rens, ne ia ne lor endeit rendre partie decique il seent deage, ainz deit espleter tandis la choze comme la soe domayne.

Chapitre lxi. Qui vait a conseil dautre. [fol. 42.]

HOME que vait a conseil dautre en son plait ne puet mie apres porter garentie avers laverse partie.

[fol. 42.] Chapitre lxii. Quant sires demande la cort de son home.

Si sires demande la cort[2] de son home qui seit de la commune, il en aura la cort, mas il endeit fere dreit dedenz ii. quinzenes, si li plaiz est de fonz de terre. E si li plaiz est de depte o dautre choze, il en deit acomplir dreit dedens ii. octaves, et sil no fait li maires en aura la cort et en acomplira dreit.

Chapitre lxiii. Quant dui sunt parsener en un vaisseau.

¶ Si dui sunt parsoner par meitie en i. vaisseau, et li uns lespleitet vn tor a son obs domaine,[3] li autres parsoners lo espleitera i. autre tor. Mas si li vaisseaus par tormente ou par deffaute de temps est plus detenuz en i. tor, que en lautre iceu ne sera ia conte en la compaignie. Et iceu meisme est entre plusors parsoners.

[fol. 42. *b.*] Chapitre lxiv. Quant plusors sunt parsoners en un vaisseau.

¶ Si plusors parsoners sunt parsoners en i. meisme vaisseau, si luns daus parsoners en menet lou vaisseau de port ob lassentement de son autre parsoner, et au retor lamenet sanz lassentement de son parsoner en autre port que en iquou[4] o il lo ara pris, il ne le puet mie metre a essec decique il lo ayt amene ou port

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[1] *li menor*] le mineur.

[2] *demande la cort*] demands to exercise jurisdiction over a member of the commune, who is his vassal. Cf. Pierre de Fontaines, ch. xxi. § xxv.

[3] *a son obs domaine*] for his own special service.

[4] *en iquou*] en lequel.

made to them, it will be of no avail. But if the partner makes profit of the thing he shall levy his costs, and his expenses and his demurrage, before the minor shall have any thing, nor shall he be bound to render him any part until he shall be of age, meanwhile he ought to employ the thing as if it were his own personal property.

Chapter lxi. He who goes of counsel to another.

A man who goes of counsel to another in his suit, cannot afterwards give a guarantee against the adverse party.

Chapter lxii. When a lord demands jurisdiction over his vassal.

If a lord demands jurisdiction of his vassal, who is of the commune, he shall have jurisdiction, but he ought to do justice within two fortnights, if the suit is about landed estate. And if the suit is of debt or another matter, he ought to accomplish justice within two weeks, and if he does not so, the mayor shall hold a court upon it and shall accomplish justice.

Chapter lxiii. When two are partners in a vessel.

¶ If two are partners in moieties of one vessel, and the one employs it for a turn for his own private service, the other shall employ it for one other turn. But if the vessel by tempest or by default of weather is detained longer in one turn than in another, this shall not be reckoned in the partnership. And the same thing holds good in the case of several partners.

Chapter lxiv. When several are partners in a vessel.

¶ If several partners are partners in one and same vessel, if one of the partners takes the vessel out of port with the consent of the other partners, and on its return takes it without the assent of his partners to another port from that out of which he took it, he cannot put it to option (essec[1]) until he shall have

[1] *essec*] Mr. Pardessus, in an extract from this MS., which he has published in his Lois Maritimes, tom. iv. p. 290, writes "esset," which he derives from essir or eissir, and interprets to mean licitation, "par " ce que la licitation fait sortir de " l'indivision." The Editor has had the MS. carefully examined, and the result is in favour of " essec."

dont il lo aura pris. Ne tandis ausi que li vaisseaus sera en port loigdaig, que li parsoners ne le puchet aler voir sanz granz cos ou demores et damages de sey et de sa choze, si tot encore neys[1] le vesseaus esteit la menez en port loigdaig ob lou assentement daus parsoners, quar cil qui aureit veu lo vesseau freschement poyret engigner[2] en lessec celuy qui dauant grant piece ne lo aureit veu, et essecs se deit fere communaument et leaument.

[fol. 43.] ¶ Essec apelon en icest luec[3] quant vns parsoners dit a lautre, ge te met lo vesseau a essec en tau manere que tu me deras tant de la meie partie ou ge te deray[4] itant de la toe, et dit quau some, et sachez que li autres parsoners ne puet mie refuder,[5] quar autrement ne puet mie estre vaesseas partiz sanz damage et sans la defformacion de sa premere matere. E en totes itaus chozes qui ne puent mie estre autrement parties sanz faire essec, et cil qui lou recet lou deit paier dedenz terme de vii. iors apres qui lo aura retenu.

¶ Si de plusors parsoners li aucuns vent sa partie dau veisseau a autre estrange qui ni ait rens affaire, li autres parsoners puet retenir lo marche ob touz les [fol. 43. *b.*] convenanz qui i seront faiz si il vout a son obs, et autretau si li vns lo eschanget li autres lo puet retenir, sil veaut fornir la valor de leschange et ceu meismes

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[1] *si tot encore neys*] much less if.

[2] *engigner*] engaigner, have an advantage over.

[3] *en icest luec*] en ce lieu.

[4] *derai*] darai : je donnerai. Roquefort.

[5] *refuder*] refuter: refuser, Roquefort.

brought it back to the port whence he has taken it. Nor so long as the vessel is in a distant port, so that the partners cannot go to see it without great costs and demurrage and damage to themselves and their property, unless the vessel has been carried into the distant port with the consent of the partners, for he who has freshly seen the vessel, may have an advantage in the option over him who has not seen it for some time, and an option ought to be made in common, and with loyalty.

¶ Option (essec[1]) is used in this place to signify when one party says to the other, I put the vessel to option in this manner, you shall either give me so much for my part, or I will give you so much for your part, and he names the sum; and note that the other partner cannot refuse the offer, for otherwise a vessel could never be shared without loss, and without the breaking up of its primitive matter. And in all such things which cannot be otherwise shared without making an option, he who receives the thing ought to pay within the term of seven days after that he has retained the thing.

¶ If of several partners a certain one sells his share of a vessel to a stranger who has nothing to do with it, any other of the partners may retain the part sold with all the engagements which may have been made, if he wishes it, for his own service; and in the same way if the one exchange his share, the other may retain it, if he wishes to furnish the value of the ex-

[1] *essec*] The Editor is not aware of any corresponding term in the English language, unless it be the word "option," namely, to put it to the option of the other party whether he will choose to buy or to sell at a given price. The identical provision is found in chapter x. (55.) of the "Consolat de Mar," where it is provided that if one or two of the part owners of a ship wish to sell his or their shares to the managing owner (patron), or to buy his share, they may compel him to an option--and he has a corresponding right against them—or to put up the vessel to auction.

est en totes chozes de compaignie quant la choze est par non devis. Non devis apelon quant neguns daus parsoners ne puet dire ne mostrer devisement ou ceste partie en la mea. Et est assaver que parsoners devent partir entreaus leaument, et communaument les mises[1] et les prises, les bens et les maus,[2] segont que afferra a chescun par reson de la compaignie.

Chapitre lxv. Li marinea aront la meite de choze prise deffors vaisseau. [fol. 44.]

Li[3] marineau, acompaignone, ou autres genz on vaisseau veent[4] choze deffors, que il puchet prendre et metre on vaisseau, ne sunt tenu daler ne de prendre la choze ne de metre on vaisseau se il ne volent. Encore neys si tot li sires dau vaisseau ou sis commandemens ou commandet ne sunt il point tenu. Quar la marinea ne sunt tenu fors dau vaissea mareer ne li fuer a quey il sunt establi. Mas si avent[5] que de lor volunte il prengent choze il y aront la meite et li sires dau vaissea lautre, si donques entres convenanz ne aveent entre eaus. Car on dit que convenantz les veint.[6] E est assaver que dau servant qui a terre vait[7] au pain et au vin de seignour et assiduoos[8] ou vaisseau, la soe partie est au seignur e que il est ben tenuz en totes maneres de faire lo profet au seignor.

Chapitre lxvi. [fol. 44. *b*.] De sauners.

Si sauners vent sa partie de la sau par saunerie ou mares que il tent dautre, li sires dau mares puet retenir se il veaut lo marche a son obs si li marchez a este faiz sanz luy o sanz son commandement, et ia por ce

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[1] *mises*] depenses, Roquefort.

[2] *les bens et les maus*] les biens et les maux. Mr. Pardessus adopts, upon the faith of the extract from the MS. with which he was furnished, the words "les vens et les "mairs," which he supposes to be a local idiom amongst partners.

[3] *Li*] probably a miswriting for Si, if.

[4] *veent*] The context requires veent, sees.

[5] *avent*] avient.

[6] *veint*] from the Latin vinciunt.

[7] *vait*] from either the Latin vadit, or vivit.

[8] *assiduoos*] from the Latin assidere.

change; and the same rule prevails in all things which are not divisible. We speak of things as not divisible, when neither of two partners can say or show distinctly that this part is mine. And it is to be understood that partners ought to share fairly and in common the outgoings and the incomings, the good and the evil, according as it shall result to each by reason of the partnership.

If a mariner, companion, or other person on board a vessel sees anything outside the vessel which he can take possession of and put on board the vessel, he is not obliged to go and take the thing, nor to put it on board the vessel, if he do not wish, still less, if the owner or his agent command, is he obliged, for the mariner is not bound to any thing but to navigate the vessel, nor to any thing for which he is not engaged. But if it happens that of his own free will he takes any thing, he shall have a moiety, and the owner of the vessel the other moiety, unless another contract has been made between them, for it is said that a contract binds them. And it is to be understood that if a servant, who on land lives on the bread and wine of his master, assists in the vessel, his share is for his master, for he is bound in every manner to work for the advantage of his master.

Chapter lxv. A mariner shall share in anything taken outside his vessel.

If a saltworker sells his portion[1] of the salt from a saltwork or salt marsh, which he holds from another, the owner of the salt marsh may, if he please, retain what has been sold for himself, if the sale has been made without him or without his authority, and this,

Chapter lxvi. Of saltworkers.

[1] *portion*] This provision would seem to apply to salt lands held upon metayer tenure, the owner of which had a right of pre-emption as regards the tenant's share of the salt.

ne remaindra se li sauners ha de quey aillors ne fornichet son marche a lautre, a cuy il on aura feit premerement, sil o aveit fait estroseement[1] sanz autre convenant. Quar li sauners quant il veost vendre sa partie, il o deit fere assaver au seignur et a la vende et li sires rendra[2] la vende sil volt, et sil la volt retenir il endeit ausitost respondre sanz delay, et sil ne la retent, il nen deit mie delaier au sauner livreor quant il vodra la sau prendre, si donques li sires autre reson nia.

E est assaver que si gaagneres[3] meffait de la gaag-
[fol. 45.] nerie a son seignor a la partie dau gaagnor daus fruyz de la gaagnerie, que li gaagneres rendra de celuy li amandera les demages. Quar li gaagneres ne ha rens en la gaagnerie fors par reson de son labor. Et sachiez que en quaucunque manere que hom facet ou procuret lo demage dautre il est tenuz a lautre de restituer. E en quauconque manere que hom amandet la choze dautre li autres li est tenguz de restituer, si donques nosot[4] iurer que il par povrete ou par autre choze resounable o provable noguist[5] encorage[6] de tel amandement en cele fazon en sa choze faire.

Ia seit ce que li mayres ait mult grant voyz en sa cort[7] il ne deit mie estre avocaz par negunes daus parties.

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[1] *estroseement*] estros : a l'instant, Roquefort.

[2] *rendra*] rendre: declarer, Roquefort.

[3] *gaagneres*] gaagnière: laboureur, Roquefort.

[4] *nosot*] ne sait pas.

[5] *noguist*] n'avait pas.

[6] *encorage*] There is probably here an error of the scribe.

[7] *en sa cort*] A separate paragraph should commence here.

notwithstanding nothing shall remain which the saltworker can furnish to the other to complete the sale which he has previously made to him, if he has made it off-hand without any other covenant; for when the saltworker wishes to sell his part of the salt, he ought to make known the sale to the lord, and the lord shall restrain the sale if he will; and if he wishes to restrain it, he ought to reply without delay, and if he does not restrain it, he ought not to delay to deliver the salt to the saltworker, when he wishes to take it, if the lord has not any reason against it.

And it is to be understood, that if a cultivator,[1] who cultivates land under an engagement to render half the produce to the owner, trespasses on the share which the owner of the land ought to have of the crops of the land, he shall make compensation for the losses, for the cultivator has no interest in what he cultivates except by reason of his labour; and note that in whatever way a man does or procures damage to another, he is bound to indemnify him, and in whatever manner a man makes compensation he is bound to make good the property damaged, unless he can swear that by poverty or by some other reasonable and proveable cause he has not wherewith to make indemnification in such manner as to make good the property.

Inasmuch as the mayor has great voice in his court, he ought not to be the advocate of either party.

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[1] *cultivator*] Gaagneres has sometimes the generic meaning of a labourer or cultivator who is paid with a portion of the produce; but its specific meaning is that of a cultivator "à moitié profit," in which sense it is probably used here to signify a metayer tenant.

[fol. 45. *b*.] Chapitre lxvii. *Quant bataille se fait par champions.*

En la cort au mayor ne ha point de bataille. Mas en autre cort quant bataille se fait, ele se fait en tau manere.

¶ Si li plainte avoet et nomet garenties en sa demande, quar autrement ni aureit mie bataille, et li adverseres se deffendet en vers luy et en vers les garenties en sa demande, quar autrement on aiuget[1] saigrement a faire a laversaire, et quant li saigrement est aiugez avant que la plainte enprenget les fiances, quant apres les fiances prises il ne poet mie fere sil voleit lever son auersaire dau saicrement, il o fera en tau manere et dira ensi : Je ne vuil mie[2] que vos facet cest saigrement et teu leve, quar suy prest que ge te maintenge par bataille que ce que ge te demande seit [fol. 46.] verite et leaute, et vez en mon gage,[3] et baillera en la mayn dau seignur de la cort son gage, chaperon, ou ganz, ou ob autres chozes, et si li aversayres se deffent et baillet son gage. Quar si einsi non faises il seret provez que la bataille ert iugee.

¶ Et adonques seront levees de moubles de laversayre totes ses deptes. Et apres aura la plainte sa mostre[4] dau remaignant daus moubles de son aversaire, et querra e son propre cost dous chanpions, daus quaus dos quant il seront ou champ li aversaires choisira celuy quil mes voudra a son ops, et celuy sera son champions et se combatra par luy, et sor celuy qui li champions sera vaincuz aura li reys[5] lx. *sols.* de gage. Li quatre seignur

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[1] *aiuget*] adjugait.

[2] *Je ne vuil mie*] je ne veux pas.

[3] *vez en mon gage*] voyez mon gage.

[4] *mostre*] moitié.

[5] *li reys*] le roi.

Chapter lxvii. When batel takes place by champions.

In the court of the mayor batel[1] is not allowed; but in other courts, when batel takes place, it takes place in this manner.

¶ If the plaintiff vouches and names guarantees of his claim, for otherwise there shall be no batel, the adversary defends himself against him and the guarantees of his claim, for it would be otherwise adjudged that the adversary make oath, and when an oath is adjudged, before the plaintiff pledges his faith, for after his faith is pledged he cannot cause, if he wishes, his adversary to be relieved of his oath, he shall proceed in this manner, and shall say thus: I do not wish you to make oath, and I relieve you, for I am ready to maintain by batel that what I claim is true and loyal, and here is my pledge; and he shall deposit in the hands of the lord of the court his pledge, a hat or a glove, or some other thing, and likewise the adversary defends himself and delivers his pledge. For if he does not do so, it shall be proved that batel is adjudged.

¶ And then shall be levied of the goods of the adversary all his debts, and afterwards the plaintiff shall have his half of the remainder of the goods of his adversary, and shall seek at his own cost two champions,[2] of which two, when they shall be on the field, the adversary shall choose the one which he most wishes for his own service, and this one shall be his champion and shall fight for him, and upon him whose champion shall be vanquished the king shall levy sixty shillings

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[1] *batel*] In the Assises de Jerusalem, § xliii., we find it laid down that maritime contracts should be judged par la cort de la mer, por ce que en la cort de la mer n'a point de bataille por preuve ne por demande de celuy veage, et en l'autre cort des borgeis deit aveir espreuves [par] bataille, si la querelle monte dun marc dargent en amont. Ed. Kausler, Stuttgard, 1839.

[2] *two champions*] This is a very singular provision, and implies that there were at this time champions by profession.

[fol. 46. b.] 1 dener. Lo quau dener hant[1] li quatre seignor par ceu que il gardent ob lou seignor lo champ de la bataille, mas sachez que ceu est en eleccion et en chois de laversaire de bailler a la plainte la meite de ses moebles, si cum nos avom dit, ou de querre son champion a son propre cost. Encore se fait bataille en tau manere. Si la plainte apelet a vive voiz, et dit einsi, ge te apeau[2] de ceu, et dira quey et que ce seit veir[3] taus gens ou sevent, que ge ten trairay a garenz, et les nomera, et si tu ten veos deffendre, ge suy touz pres que ge te mantenge par bataille, et vez en mon gage, adonques a laversere de mon aversere convent que il se deffendet ausi tost sanz pe remuer et baille ausi son gage, et diet einsi, ge men deffent vers tey et vers toutes garenties,
[fol. 47.] et tot einsi comme apele, mas ge suy encore prez que ge men deffende et vez en mon gage.

¶ E est assaver que bataille emprise por chozes si cum par heritages, par deptes, et par autres itaus chozes, ne se fait mie cors a cors,[4] et si lune partie et lautre ne o vont, aynz fait par champions en la menere que nos avons dit.

¶ A bataille emprise par ochison[5] de crim, si cum de murtre, ou do larroncin, de traison, de faussete, ou dautre mayor choze, que portet crim, ne se fait mie par champions, ainz se fait cors a cors.

¶ E li apelez ha tant davantage, que il deviset la forme de la bataille, et li sires de la cort assigne le ior et lou terme. E sachez que cilz qui est apelez se
[fol. 47. b.] det deffendre ausi tost sanz son pie remuer, et se il non fait, il est convaincuz.

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[1] *hant*] ont.

[2] *ge te apeau*] je t'appelle. The words of the challenge are in the first person.

[3] *veir*] from the Latin verus.

[4] *cors a cors*] corps à corps.

[5] *ochison*] ochoison : occasion, Roquefort.

for fees. The four lords[1] shall levy one penny, which penny the four lords have, because with the lord [of the court] they guard the field of battle; but note that it is in the election and in the choice of the adversary to deliver to the plaintiff the half of his goods, as we have said, or to find a champion at his own cost. Again, batel is waged in this manner. If the plaintiff accuses aloud, and says I accuse you of this, and shall say of what, and that this is true such and such persons know, whom I will produce to you as warrantors, and shall name them, and if you wish to defend yourself I am all ready to maintain what I say by batel, and here is my pledge, then it is requisite for the adversary of my adversary[2] that he defend himself immediately without withdrawing a foot, and deliver also his pledge, and say also, "I defend myself against you, and against all "warrantors, and for every thing of which I am ac-"cused, and I am also ready to defend myself, and here "is my pledge."

¶ It is to be understood that batel undertaken for things such as landed estates, debts, or other such things, is not made body to body, and if one party or the other party wishes it, it is made by champions in the manner above said.

¶ But batel undertaken for crime, such as murder, larceny, treason, forgery, or other greater thing, which carries with it crime, is not made by champions, but is made body to body.

¶ And the accused has this advantage, that he devises the form of the batel, and the lords of the court assign the day and the time; and note that he who is accused ought to defend himself immediately without withdrawing a foot, and if he does not do so, he is convicted.

[1] *four lords*] The four lords are spoken of as a special body, somewhat like the four thanes of an English county.

[2] *of my adversary*] These words seem to be redundant.

¶ Parenties [1] ne auditor [2] ne sunt point cregu, ainz, si li adversaires icontredit en cause de crim, ainz passera cilz, qui est apelez ob lo saigrement de sey et de son mesage.[3]

¶ Si la plainte ne len veost torner par bataille, car grant boydie [4] a venir en condempner home de crim par lo garentage de genz, qui par aventure sereient corrumpu par ainge de luy, ou par amor dautre, ou par loyer de priere, et poyreent porter fausse guarentie contre luy por luy destruyre, des quant que la choze ou la cause est vengue devant lou seignor, lacunques daus parties et en quauque manere que seit conveincue, ele est en la merci dau seignor dau cors et de laveir.

[fol. 48.] ¶ Et cum liseent [5] tengu de venger et de chaicer raidement les felonies et les maus crius [6] de la gent, ceu seret maynz leiaute et de honestete, sil souffrissant a faire pais aus parties en cause de crim, ensurquetot [7] empres ceu que bataille en sereit emprise, si donques ne estet apartement que lune daus parties ont apele lautre par sole malignite sanz autre raison et si tot en est paiz, par ce nest mie la dreiture de la seignorie mendre sur lo convaincu; convencuz est en cest luec apelon celuy, qui primes demandot la paiz ou donast dau son por la pais faire. Apeler sanz guaranties dit hom apeler nuement, et de itau appeau ne se fait mie bataille, quar en appeau ou se fait bataille convent
[fol. 48. b.] que hom avoet et nomet garanties, ne pero eles ne seront ia par ce oyes.

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[1] *Paranties*] This should be written Garanties.

[2] *ne auditor*] These words are probably miswritten.

[3] *et de son mesage*] The ordinary phrase is ou de son message.

[5] *boydie*] boisdie: fraude, tromperie, Roquefort.

[4] *liseent*] ils sont.

[6] *crins*] crims.

[7] *ensurquetot*] surtout.

¶ Warrantors are not heard nor believed in a criminal cause, if the adverse party denies the charge. The accused shall pass free with the oath of himself and of his proxy.[1]

¶ If the plaintiff[2] is not willing to have recourse to batel, for great mischief would arise in condemning a man for crime upon the warranty of persons who by chance might be corrupt from hatred of him, or from love of the other party, or from the influence of his prayers, and might bring a false warranty against the accused to destroy him, for when once the matter or the cause has come before the lord, whichever of the two parties in whatever manner is convicted, he is at the mercy of the lord as regards both his person and his property.

¶ And since the lord is bound to punish and prosecute severely the felonies and the evil crimes of the people, it would be poor loyalty and little honesty if he were to suffer parties in a cause of crime to make peace, especially after batel has been undertaken, if it be not apparent openly that one of the parties has accused the other solely from malignity, without other reason, and as soon as there is peace, the right of the lord is not for that reason the less against the convicted party. Convicted he is said to be in this place who has first asked for peace, or has given of his property to make peace. When a person accuses without guarantees, he is said to accuse nakedly, and in case of such accusation batel never takes place, for in an accusation in which batel takes place, it is proper that a man vouch and name guarantees, nevertheless they shall not be heard.

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[1] *of his proxy*] The word "message" is rendered procureur by Roquefort, but that interpretation does not appear to be appropriate in this place, as it is not a reasonable proceeding to take the oath of a proxy conjointly with the oath of his principal. The text should probably be in the alternative.

[2] *If the plaintiff*] The break in the text is evidently a blunder of the scribe.

¶ Si li aversaires icontredit sicum nos avom dit au commencement, e si vos apelez autre davant seignur de bataille, cilz tenuz par conveincuz, qui, ausitost en lappeau, ainz que se remuet ne baille son gage. Convaincuz est cil qui est apelez et point ne se deffent ; convaincuz est ausi cilz qui en fait pais par la manere que nos avom dit desus ; convai[n]cuz est celuy qui reconoist son fait par sa propre boche ; convaincuz est cil qui est prove par garantie [1] en bataille.

Chapitre lxviii. Causes criminaus.

¶ Causes criminaus sunt icestes, larroncin, murtre, violence, homicides, et faussoneries, et itaus chozes semblables. Larroncins est prendre lautruy choze sanz sogue [2] et sanz la volunte de celuy qui est la choze. [fol. 49.] Violence est peceer [3] chemin ou prendre par force lautruy choze, et despuceler pucele par force est ausi violence ou traison. Homicides est qui tue home en tort; murtres est toute force de ostrage faire de nuyz ou encore de iors en bois et en quaves [4] et en itaus luecs rebos,[5] et par co que hom iuia que feme encore non pucele de nuiz forcer esteit murtres, et en fut penduz Ozillaes de Ruelons por la feme Lavandere Davaille que il aveit denuiz force.

¶ Raisons [6] est quant hom est tenuz a autre par fey et par saigrement, par homage o par autre aliance, et il lou en decept en ceu domc [7] il li est tenguz, dont hom dit que vns hons fut qui sacuillit [8] ob vn autre a faire

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[1] *par garantie*] This is not very intelligible.

[2] *sanz sogue*] sans savoir. Ogu with its inflexions, is used frequently as the equivalent of avoir.

[3] *peceer*] peciar : briser, mettre en piéces, Roquefort.

[4] *quaves*] Quave : cave, Roquefort.

[5] *rebos*] Rebot : secret, Roquefort.

[6] *Raisons*] The Editor ventures to think that "Traisons" is required by the context, and that there has been an error of the scribe in writing "Raisons." Treason in the Myrrour des Justices embraced a greater number of offences than here, and might be committed against relatives by lineage or affinity, as well as by vassals against their lord.

[7] *domc*] dont.

[8] *sacuillit*] s'accueillit. Acuillir : prendre sur soi, Roquefort.

¶ If the adversary denies the charge as we have said in the commencement, and the accuser claims before the lord the batel, he is held to be convicted, who as soon as he is accused withdraws and does not deliver his pledge; convicted is he also who is accused and does not defend himself; convicted is he also who makes peace in the manner above said; convicted is he who acknowledges a fact by his own mouth; convicted is he who is proved by a guarantee in batel.

Chapter lxviii. Criminal causes.

¶ Criminal causes are these, larceny, murder, violence, homicide, forgery, and such like things. Larceny is to take the property of another without the knowledge and without the will of the person to whom it belongs; violence is to plunder on the high road, or to take by force the property of another, and to deflower a maid by force is also violence or treason; homicide [1] is he who kills a man; murder [2] is every kind of forcible outrage done by night, or even by day, in woods or in caves, or in such secret places, and for this reason a man who forced a woman by night who was not a maid, was a murderer, and Ozillaes de Ruelons was hung for the woman Lavandere Davaille, whom he had forced by night.

¶ Treason [3] is when a man is bound to another by fealty and by oath of homage or by other tie, and he deceives him in respect of that in which he is bound, of whom it is said that a vassal is he who agrees with

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[1] *homicide*] So Le Myrrour des Justices, ch. 1, s. ix., defines homicide as "occision de home par home "fait, car si soit fait par beste ou "mischeance, nest pas homicide."

[2] *murder*] Murdrum is defined by Bracton, l. iii. tr. 11, ch. 15, num. i. Homicidium quod nullo præsente, nullo audiente, nullo videnté clam perpetratur. Britton, l. i. ch. vii., defines it, occisioun de homme desconu, felounosement fete, dunt homme ne peut saver par qi, ne par quels.

[3] *Treason*] This offence has been omitted accidentally in the list of crimes enumerated in the preceding paragraph, and the omission may have caused the mistake of the scribe in writing "Raisons."

son servize et fut provet que il emblot[1] la choze de son seignur que il aveit en guarde, et par ceu fut iugez [fol. 49, b.] que il deveit estre premerement trainez comme lierres, quar il traisset son seignor qui se fiot en luy, et la qui choze il esteit tenuz de guarder, et apres deveit estre penduz par ceu que il esteit lerres.

¶ Faussonerie est espleiter fausse monoye ou fausses mesures, ou faire vers autre faussete par luy deceure de son cors ou de sa choze, et quez taus ou de semblables quas si aucun autre en sunt, quant on en est provez, sis cors ha desservi mort, et ses chozes remaignent au seignor forfaytes, sau les deptes paiees et ses amandes faites, quar ce deit hom daus deptes et des autres amandes ne deit hom mie nombrer qui seit de la choze au deptor; ne pero par taus ou par autres petiz meffaiz qui taignent[2] a crim, quant hom nest mie mult acos- [fol. 50.] tumez, est hom seignez en la iote ob i. ferchaut[3] tant solement, ou en pert aucuns de ses membres, ou en foriuret lo pais deciquaucun terme o a toz temps, mais ou en est mis on pillori ou en soffrist autre iustice qui ne portet mie mort. Mas apres ceu sil est iamais provez de crim, il ha sanz dopte mort deservie.

¶ De la iustice faire de home condempne de crim devent estre menistre li bedea[4] ons viles, o il sunt establi soz le prevost. Mas li prevostz querra tot ceu que il li coitera[5] ou qui convendra au torment. E est assaver que qui apelet autre de crim, si il ne provet

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[1] *emblot*] embler : enlever, voler, Roquefort.

[2] *taignent*] teigner : tenir, Roquefort.

[3] *ferchaut*] forchette, fork.

[4] *li bedea*] bedeax : bedeau, Roquofort.

[5] *coitera*] coitier : serrer, enfermer, Roquefort.

another to do him service, and it has been proved that he has embezzled the property of his lord which he has had under his safeguard, and it was so adjudged that he should be first drawn as a thief, for that he has betrayed his lord who trusted in him, and whose property he was bound to guard, and afterwards that he should be hung, because he was a thief.

¶ Forgery[1] is to employ false money or false measures, or to do to another a falsity to deceive him in his person or his property, and such like or similar acts, if there be any other, when they are proved, his body has deserved death and his property escheats to the lord forfeited, save and except his debts and other liabilities, for what a man owes for debts and other liabilities ought not to be counted amongst the property of the debtor; nevertheless for such and other petty misdeeds which tend to crime, when a man is not much accustomed to commit them, he is branded in the cheek with a fork only, or he loses one of his members, or he forswears the country for a term of years or for ever, but he is first put into the pillory, or suffers some other punishment which does not cause death. But after this, if he is ever proved guilty of crime he has without doubt deserved death.

¶ The minister to inflict justice on a man condemmed of crime ought to be the bedel of the town, where he is established under the provost. But the provost must procure all which is necessary to confine him,[2] and which shall be requisite for punishment.[3] And it is to be understood, that he who accuses another of crime, if

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[1] *Forgery*] Faussoneric in Le Myrrour des Justices, ch. i. § vi., is limited to two offences, pour fausser le Seale du Roy, and pour fausser son mony, either of which would be forgery in the present day.

[2] *confine him*] such as fetters for his feet, handcuffs, &c.

[3] *punishment*] The word "tor- "ment" is here rendered punishment, as comprising death as well as mutilation.

son propos vers celuy que li apelet, li apelanz deit estre condempnez en tant comme on fust li apelez sil en fust conuaincuz.

[fol. 50. *b.*] Chapitre lxix. Quant bataille se deit faire cors à cors.

¶ QVANT bataille se deit fere, alore[1] que les parties devent aler ou champ por combatre, eles devent iurer en la mayn dau seignor saigrement de verite sus les sainz evvangeles. La plainte deit iurer premerement en tau manere: Si ma iut des[2] et les sainz evvangiles cum ge foys leiau apeau[3] en ceu que ge appeau vers cestuy, et nomera son aversaire. Apres ceu deit iurer li adversayres einsi: Si ma iut des et les sainz evvangeles, cum ge foys loyau deffensse en ceu que ge deffent vers cestuy, et nommera sa plainte. E apres aussitost deivent entrer en champ por combatre ambeduy la plainte et li aversayres. Et la plainte por ce que il appelet deit premer envair[4] son adversaire, qui deffent; et tandis que la bataille duret, neguns autres qui isset ne deit mout sonner ne parler ne [fol. 51.] ou lices entrer sanz le congie au seignor. Quar qui offeret, il sereit en la merci au seignor de son cors et de son aver; quar desquant que li bataillant sunt dedens les lices nul autre ne deit entreduyre[5] ne en parole ne en fait lun daus bataillanz contre lautre. Lices apelon les bonnes,[6] que li sires establist daus barreres ou par autres chozes aus bataillans combatre. E celuy daus bataillans qui se fuyra dau lices sanz faire plus semblant de se plus combatre est repris convaincuz. Si la bataille est de champions, et aloure que il serant on champ hom en fait paiz avant que il se combatent, li champion deyvent mostrer les coups

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[1] *alore*] al ore, à l'heure.
[2] *Si ma iut des*] Si m'aide Dieu.
[3] *leiau apeau*] loial appel.
[4] *envair*] from the Latin invadere.
[5] *entreduyre*] introduire.
[6] *bonnes*] An explanation of this word has been given above, p. 30.

he does not prove his charge against him whom he has accused, the accuser ought to be condemned in as much as the accused party would have been condemned, if he had been convicted.

Chapter lxix. When batel has to be waged body to body.

¶ When batel is to take place, at the time when the parties ought to go to the field to combat, they ought to swear in the hand of the lord an oath of truth upon the holy Evangelists. The plaintiff ought to swear first in this manner, So God me aid and the holy Gospels, that I make a loyal charge in that which I charge against this man, and he shall name his adversary; after this the adversary ought to swear in this manner, So help me God and the holy Gospels, that I make a loyal denial in that which I deny against this man, and he shall name the plaintiff. And immediately afterwards both the plaintiff and his adversary ought to enter the field to combat. And the plaintiff, because he is the accuser, ought first to attack his adversary, who defends himself, and as long as the batel lasts, no one else must go out, nor make much noise, nor speak, nor enter the lists without the leave of the lord. For whoever offends in this respect, he shall be at the mercy of the lord of the court for his person and his property, for from the time that the combatants are within the lists, no other ought to encourage by word or by act one of the combatants against the other. Lists [lices] is the term for the palings, which the lord fixes up with barriers and other things for the combatants to fight within. And that one of the two combatants, who shall flee within the lists without making semblance of fighting any more, shall be taken to be convicted. If the batel is waged by champions, and at the hour when they shall be in the field, peace is made before they combat, the champions ought to

lo roy, cest a dire que il deivent au maynz mostrer treys de lor escremies[1] por la gent solacer.

[fol. 51. *b*.] ¶ Por ceu que nos avom parle dau saigrement, or posum itau, quas vns hons envaist autre ob glaive, et li autres se deffent, et sus sey deffendant ocist celuy qui la envahi; or vient vns autres et apelet lou ocieor qui ha lautre mort, et dit einsi, Ge appeau que tu as mort celuy, et formera son appeau; or convent que li apelet se deffende isnelement;[2] Ge me deffent que ge ne lay mie mort, fors sor mon cors deffendent; ceu sereit reconoissance que il lo aureit mort, par ceu ne vaudret rens plus savoyz, ne sa deffensse, ainz sereit convaincuz ben et estrosseement[3] si cum nos avom dit, et la bataille est aiugee, sont en bedoes[4] les parties au saigrement de verite, or est demande si li apelez est pariures quant il iuret se il fait leau deffensse, car cil est ou tot cer-
[fol. 52.] tayns que il ocist lome.

¶ Raysons dit de prodeshomes, que il nest mie par iures ainz fait leau deffensse. Quar entendu est que quant li mors fist choze par quey il fust morz, sis faiz[5] meismes locist,[6] non pas autres.

¶ Encore se fait bataille en autre manere. Si hom appelet autre tout nuement, et il appelez se deffent, et dit einsi, Ge me deffent[7] vers tey par tot einsi comme appele mas, et vez en mon gage, la bataille y deit estre;

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[1] *treys de lor escremies*] three of their passes of fence.

[2] *isnelement*] promptement, Roquefort.

[3] *estrosseement*] estros: à l'instant, Roquefort.

[4] *en bedoes*] ambedous: l'un et l'autre, Roquefort.

[5] *sis faiz*] from the Latin sua facta.

[6] *locist*] l'occist.

[7] *ge me deffent*] je me defends.

exhibit the king's strokes,[1] that is to say, that they ought at least to exhibit three passes of fence, to solace the spectators.

¶ For what we have said of the oath, suppose a case, that a man attacks another with a sword, and the other defends himself, and in defending himself kills him who attacked him, thereupon comes another and accuses the slayer who has killed the other, and says thus, I accuse you that you have slain this person, and shall put his charge in form; thereupon it is requisite that the accused defend himself promptly, I deny that I have slain him, except in defending my own person; this would be an acknowledgment that he has slain him, and further words or denial would be useless, thereupon he will be convicted well and strictly, unless as we have already said the batel is adjudged; both parties are thereupon put upon their oath, and it is demanded if the accused is perjured, when he swears that he makes a loyal denial, for it is altogether certain that he has slain the man.

¶ The Prudhommes [2] gave an opinion, that he was not perjured, when he made a loyal denial, for it is understood that if the dead man did an act whereby he died, his own act and not the act of the other man killed him.

¶ Batel is also made in another manner. If a man accuses another nakedly, and the accused defends himself, and says thus, I defend myself against you for all that is charged against me, and here is my pledge. Batel ought then to take place, and if the accused party

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[1] *the king's strokes*] The phrase, the king's strokes, is probably a technical term for the introductory passes of fence preceding the actual combat.

[2] *The prudhommes*] It has been elsewhere laid down that the decision of the prudhommes is equivalent to the judgment of a court. This is evidently the recital of such a decision, p. 33.

et si li appelez ne baillet son gage ausi tost par lo mayntenir, il est conveincuz.

Chapitre lxx. De bestes prises.

Si hons ha prises bestes en sa malefayte, et li sires dau bestes ou sis commandemanz les veoget affiancer, li preneres qui aura prises les bestes li puet assigner [fol. 52. b.] terme tau comme il voudra de veer[1] la malefaite. E si li sires daus bestes ne la vost aler veer au terme, li preneres la mostrera a prodeshomes, a cuy garanties il en sera creuz, apres tant par la malefaite li sires daus bestes en remaint touz quiptes.[2] E si est einsi que li preneres ne sapchet[3] a cuy sunt les bestes que il aura prises en sa malefaite, quant les aura tengues vne nuyt et i. ior, puys les fera crier a la crie[4] dau pais, ou le fera dire ous eglizes par la voyz dau prestre, ou dira aus veizins que qui aureit taus bestes, et dira les il fait assaver que eles sunt en sa prison, et que il les ha prises en sa malefaite. E si est einsi haste que paraventure en prochain terme se porreit perdre la mostre[5] de la malefaite, si cum em prez qui sunt prez a faucher, en blez qui sunt pres acoillir, en vignes qui seront [fol. 53.] prestes a vendenger, ou en autre mare,[6] se porreit perdre prochanement la mostree de la malefaite.

¶ Si li sires dau bestes ne vent astivement por veer la malefaite, li preneres la mostrera a prodeshomes, en cuy guaranties il en sera creguz si cum nos avom dit.

Chapitre lxxi. Quant hom est pris en malefaite.

¶ Si hom est pris en malefaite, la garde en sera mostree au seignor de la cort. Et si hom est pris et ne treubet qui lo affiancet, ou na gage vaillant damander

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[1] *veer*] voir.
[2] *quiptes*] acquittes.
[3] *sapchet*] sachent.
[4] *crie*] proclamation, Roquefort.
[5] *mostre*] from the Latin monstrare, to show.
[6] *mare*] probably manere, manière.

does not deposit his pledge immediately to maintain his denial, he is convicted.

If a man has seized beasts trespassing, and the owner of the beasts or his agent wishes to give sureties for the trespass, the seizor who has taken the beasts may assign him such a term as he pleases to view the trespass. And if the owner of the beasts is not willing to go and view the trespass at the time fixed, the seizor shall show it to the prudhommes, upon whose guaranty he shall be believed, and after this, for the trespass, the owner of the beasts remains quit.[1] And if it is so that the seizor does not know to whom the beasts, which he has taken in the trespass, belong, when he has kept them a night and a day, he shall have them cried by the crier of the country, or he shall have them proclaimed in the church by the voice of the priest, or he shall say to his neighbours, that he has detained such beasts, and shall tell them to make it known that they are in prison, and that he has taken them in the act of trespassing. And this haste is necessary because in the term next ensuing he may lose the evidence of the trespass, as for instance, in meadows which are ready to be mown, in wheat which is ready to be gathered, in vines which are ready for the vintage, or in some other manner he may lose in a short time the evidence of the trespass. Chapter lxx. Of beasts taken in trespass.

¶ If the owner of the beasts is not willing promptly to provide for the trespass, the seizor shall show it to the prudhommes, on whose guaranty he shall be believed, as we have already said.

¶ If a man is taken in a trespass, notice of the fact shall be given to the lord of the court, and if a man is seized and does not find any one to be surety for him, or has not a pledge to give sufficient to make compensa- Chapter lxxi. When a man is taken in trespass.

[1] *quit*] This is somewhat unintelligible, unless the negative particle, required by the context, has been by error omitted.

la malefaite, lo preneres lo puet tenir pris decique il lait livre au seignor, qui lo deit punir ou en cors ou en membres segont la quantite de la malefaite.

¶ E de tant cum non trobera de la choze dou prison, li sires deit estre tenuz a horendre[1] que hon li livre [fol. 53. *b*.] lou prisoner de faire la demande a celuy qui aura este faite la malefaite; et sachez que li sires dau fey, segont ce que il prent ou fei dau fruit, deit aver sa partie en lamande de la male faite.

¶ Mes li coutivers[2] ou sis commanz les prent par sey, li sires ne ideit rens aveir en lamende. Quar cum il fust tenguz de garder la choze et en deffaute de luy iest avengue la malefaite. En quaucunque manere que home facet tort a autre il ou deit amander ob v. sols de gagge, saus ne pero les quas de la malefaite dont sunt li dreit gage, et les amandes nomeement en seront apres.

Chapitre lxxii. Quant en ses vignes trobet malefaite. [fol. 54.]

¶ Si en ses vignes trobet malefaite et ne trobet celuy qui li aura faite, li sires dau fe ausi ben cum feret vns autres[3] deit fere lamande de la malefaite. Car ce est en la deffaute daus vigners que li sires deit establir. Mas iquele meismes amande que li sires fait a autre li vigner la deivent paier et restituer au seignor. E est assaver que ons vignes on deit aver vigners il deivent estre establi on meis davril,[4] et des iqui[5] en

[1] *horendre*] This word is probably miswritten.
[2] *li coutivers*] the cultivator.
[3] *vns autres*] probably vers autres.
[4] *on meis davril*] en mois d'Avril.
[5] *des iqui*] from desic : jusques, Roquefort.

tion for the trespass, the seizor may detain him until he has delivered him to the lord, who ought to punish him either in body or in limb, according to the amount of the trespass.

¶ And in case he shall not find any property of the prisoner, the lord [1] ought to be bound to allow that the prisoner be surrendered to him against whom the trespass shall have been committed; and note, that the lord of the fief, according to what he takes of the crops of the fief,[2] ought to have his part in the compensation for the trespass.

¶ But if the cultivator or his agent take them [3] for themselves, the lord ought not to have any part in the compensation, for since he was bound to protect the property, the trespass has arisen from his own fault. In whatever manner it happens that a man does wrong to another, he ought to make compensation for it with five shillings penalty, saving always those cases of trespass of which there is by law a settled penalty, and the special compensation shall follow.

Chapter lxxii. When a trespass is discovered in a vineyard.

¶ If a trespass is discovered in a vineyard, and he who has made the trespass is not found, the lord of the fief, as well as in other cases, ought to make compensation for the trespass; for it is in default of watching on the part of the vine-watcher,[4] whom the lord ought to maintain. But the same compensation which the lord ought to pay to another, the watcher of the vines ought to pay and restore to the lord; for it is to be understood that in vines where there ought to be a watcher, he ought to be established

[1] *the lord*] The paragraph is not very intelligible, and the Editor has some misgivings as to the true purport of the provision.

[2] *crops of the fief*] that is, where the land is rented à terrage, as above mentioned.

[3] *take them*] that is, where they pay a money rent, and reap all the crops for themselves.

[4] *vine-watcher*] Vigners is clearly distinguishable from vigneron, the vine-dresser or vine-cultivator.

avant li vigners deivent guarder les vignes decique vendenges seiant acomplies ; et sil sunt prove que il meismes ifacent malefaite o la i souffrissent afaire, certaynement il deivent estre puniz comme larrons.

Chapitre lxxiii. De vignes.

Si hom veost faire aigres[1] de ses vignes a lops de son ostau, o li lest ben faire sanz conge dau seignor dau seignor dau fey. Mas se il ha en plusors feyz vignes, il ne lo deit mie faire fors partie daus vnes et parties [fol. 54. b.] daus autres segont la quantite daus vignes. E ausi poet hom prendre sanz conge a son menger daus feves noveles de sa favere, daus feves ou daus peseaus[2] ou daus autres leuns.[3] Ausi si hom veust fere vin noveau en plusors fez contre vendenges et en defaute dautre vin, il on puet ben faire sanz conge decique a vne moyau plaine ou vne plene botizele.[4] Mas sil en voleit faire tant que il oguist plus de vn muy de vin escole,[5] il ne le porreit mie faire sanz conge dau seignor dau fey.

¶ Si hom en vaist sa vigne a vendenger sanz lo conge dau seignur dau fey, li sires ni ha poynt de gage, mas que chaicer em pot fors les vendengeors, et ceu que il li trobera vendenge poet verser fors daus moyaus et [fol. 55.] tant ia ausi sanz parler ob le seignor de quarteors on

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[1] *aigres*] vinaigres.

[2] *peseaus*] from the Latin pisum, peas.

[3] *leuns*] from the Latin lens, lentils ; hence the name of Lent for the forty days fast before Easter.

[4] *botizele*] boucel : tonneau, bouteille, Roquefort.

[5] *escole*] This may mean "run "off" from the vat, for immediate drinking.

in the month of April, and from that time the watcher ought to guard the vines until the vintage is made, and if it be proved that the watcher has made the trespass, or has suffered it to be made, he ought certainly to be punished as a robber.

Chapter lxxiii. Of vines.

If a man wishes to make vinegar from his vines for the service of his household, it is allowed him to do so without the leave of the lord of the fief; but if he has vines in several fiefs, he ought to make a part only of the vinegar in one and a part in another, according to the quantity of the vines. So also a man may take without leave for his food new beans from his beanery, beans, or peas, or other pulse. Also, if a man wishes to make new wine[1] in several fiefs for his vintage, and in default of other wine, he may well do so without leave up to a full tub or a full tun, but if he wishes to make so much that he will have more than a muy[2] of wine in draught, he cannot do this without the leave of the lord of the fief.

¶ If a man sells his grapes to vinedressers without the leave of the lord of the fief, the lord cannot impose any penalty, but he may drive the vinedressers out of the vineyards, and may pour the grapes which he finds gathered into tubs,[3] for without speaking to the lord of the quarter,[4] one may not carry out of

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[1] *new wine*] that is, for the vinedressers to drink.

[2] *muy*] The French word is "muid," a certain measure of wine which contained two hundred and eighty-eight pints, from the Latin modius.

[3] *into tubs*] The Editor has some doubts whether this is correctly translated.

[4] *the quarter*] The word quarteor may be another form of "quartiers," which is interpreted by Roquefort as canton, or division d'un pays en plusieurs parties, or of "quartere," which signifies land which brings in to its owner a fourth part of the crops. The provision in this paragraph requiring the leave of the lord as a condition precedent to the vintage, implies that he was entitled to some share of the crops.

ne deit point porter de la vendenge fors de la vigne. Quar qui o fereit tort en fereit grant au seignor dau fe. E sachez que li sires dau fez ne puet mie doner congo dentrer ou fey por vendeigner a vn plus que autre. Quar ceu cst choze communau a touz ceaux qui ont vignes.

Chapitre lxxiv. De bataille cors à cors.

Einsi avenguit que Guillaume Focaus li filz Folquauz appele P. de De, que li diz P. aver lo servant dau dit Guillaume fait rober et tholir[1] son argent de nuiz, havet en li diz Guillaumes bones garanties et si li diz P. sen voleit deffendre li diz Guillaumes esteit touz prez que il li maintenguist son cors sanz changer autre et bailla son gage ; et li diz P. dist que il se deffendet aus [fol. 55. *b*.] vs et aus costumes Doleiron et bailla son gage et volt raigner[2] li diz Peres que li diz Guillaume se deveit combatre sis cors por ceu que il lou aveit offert, et li diz Peres deveit ou poet bailler champion par sey por ce que il naveit pas son cors offert, ainz se esteit deffenduz aus vs et aus costumes Doleyron. Quar bataille de tel appeau se deveit fayre par champions. De ceu fut iuge que deveit estre de eaus dous[3] cors acors,[4] et que li diz P. si cors se deveit combatre contre lou dit Guillaume son cors. Quar onques ne aveit hom vse ne a costume en Oleiron, que li appeleres se combatist sis cors et li deffenderes ne se combatist sis cors, et par appeau toche crim ce est murtre par la rayson de la nuit.

[1] *tholir*] from the Latin tollere.

[2] *raigner*] from the Latin ratiocinari, to argue with.

[3] *de eaus dous*] de eux deux.

[4] *cors acors*] corps à corps.

the vineyard any part of the vintage; for he who would do wrong in this respect would do great wrong to the lord of the fief. And note, that the lord of the fief cannot give leave to enter into the fief to one in preference to another to gather the grapes, for this is an affair common to all who have vines.

¶ It happened once that Guillaume Focaus, the son of Folquauz, accused Pierre de De—— that the said Pierre had caused the servant of the said Guillaume to be robbed and his money stolen during the night. The said Guillaume produced good guarantors, and if the said Pierre wished to deny it, the said Guillaume was all ready to maintain it with his body, without substituting another person, and he delivered his pledge, and the said Pierre said that he would defend himself according to the usages and customs of Oleron, and delivered his pledge, and the said Pierre wished to argue that the said Guillaume ought to combat in person because he had offered to do so, and that the said Pierre might and ought to substitute a champion in place of himself, because he had not offered to combat in person; accordingly he would defend himself according to the usages and customs of Oleron, for batel on such an accusation ought to be made by champions. Thereupon it was adjudged that the batel ought to be made by them both, body to body, and that the said Pierre in person ought to combat against the said Guillaume in person; for hitherto it had never been the use or custom in Oleron that the accused should combat in person and the defendant should not combat in person, and as regards the charge touching the crime, it is murder[1] by reason of the night.

Chapter lxxiv. Of batel body to body.

[1] *murder*] This has been defined above as any act of violence committed by night.

[fol. 56.] Chapitre lxxv. Ceu est lou peage des iues.

CHASCUNS iues[1] et iueve[2] non estant en Oleron par chascune fois que il venent en Oleiron devent de lor chef iiii. deners do paage au rey. E si la iueue est prainz[3] ele en deit viii. par sey et par lenffant dau ventre. Et dit hom que Guarners Chasteaus, quant il fut seneschaus Doleyron,[4] iuia quant li iues ou la iueve sen aloit ob lo dit peaage il sereit qualez en la mer vne foyz par le gage dau dit peage, et la iueve prainz iseit qualee does fez[5] par sey et por lenffant. Quar por ceu que tout laver aus iues sont aus granz seignors daus terres sor cuy il estont, et ne sereit pas corteisie que on en preist lor deners por gage. Mas au meisme cors dau iue qui fait la malefaite en tort lo demage. [fol. 56. b.] Et apelet hom qualer que hom est estachet[6] par desoz les aiseles[7] ob vne fort corde, et puys est gitez en la mer, et apres est traiz sus que ne muret.

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1 *iues*] from the Latin Judæus.

2 *iueve*] Juive.

3 *prainz*] from the Latin prægnans.

4 *seneschaus Doleyron*] seneschal of Oleron, an officer of the king of England as Duke of Aquitaine.

5 *does fez*] deux fois.

6 *estachet*] estaichier: lier, Roquefort.

7 *aiseles*] from the Latin axilla, an armpit.

¶ Every Jew[1] and Jewess not living in Oleron, for each time that he or she comes into Oleron, ought to pay fourpence toll to the king, and if the Jewess is pregnant, she ought to pay eightpence for herself and the infant in her womb; and it is said that Guarners Chasteaus, when he was Seneschal[2] of Oleron, ordered, when a Jew or Jewess went away with the said poll tax, the Jew should be ducked once in the sea, as a penalty for not paying the said poll tax, and the Jewess, if pregnant, should be ducked twice for herself and for her infant. For inasmuch as all the goods of Jews belong to the great lords of the lands on which they may be, it would not be courtesy to take their money as a penalty; but against the person itself of the Jew who has committed an offence, damages may be enforced, and the word "duck" (qualer) is used when a man is fastened under the arm pits with a strong cord, and thereupon is cast into the sea, and is afterwards dragged out, so that he does not die.

Chapter lxxv. This is the passing toll of Jews.

[1] *every Jew*] A passing toll of a similar amount seems to have been levied on the Jews in Dauphiny about A.D. 1315, as it appears from the Histoire du Dauphiné, by Valbonais, tom. i., preuves cc. du 4e discours, that about that time at Saint Symphorien d'Oson a Jew travelling on foot paid a passing toll of fourpence, a Jew on horseback eightpence, and a pregnant Jewess eightpence.

[2] *Seneschal*] Several letters of King Edw. II., addressed to the seneschal of Gascony, are preserved in the Record Office, in which he gave express orders that all the Jews should be banished from Gascony. They had been banished from France in 1311, but were allowed by Louis X. to return in 1316 for a period of twelve years, under the stipulation that they should resume their state of serfdom under the same lords as before. In the reign of his successor, Philip V., the condition of the Jews was considerably improved, and they obtained some civil rights, A.D. 1317. It is probable that the orders of Edw. II. were not strictly enforced by the seneschal of Gascony, as there were numerous Jews massacred in Gascony during an outburst of religious fanaticism in 1321, when Edw. II. wrote a further letter to the seneschal of Gascony, claiming for himself the property of all the murdered Jews. This letter is preserved in MS. Julius E. i. in the Cotton Collection of the British Museum, with various other documents relating to Oleron.

Chapitre lxxvi. Ceu sunt les devers des nefs.

Lo assiage [1] et lo planchage et lo qualage [2] paiant les nefs sor lor propre cost, lo rivage paiet li avers segont ceu que il est. E est assaver que cilz Doleiron ne paient point de rivage de laver que il aportent a ops de lusage de lor ostaus, et de ceaus avers les creit hom par lor fey ou par lor saigrement; mas daus autres avers que il aportent de fors paient lo rivage ausi ben cum li autre estrange, saus les vins que hom a de ses propres vignes, et les vins daus quarz aus iiii. seignors, si cum nos avom dit.

[fol. 57.] Chapitre lxxvii. Quant nez levent dans rez.

¶ Si nez siglent par la mer, et li rez [3] seent en la mer, et cil de la nef levent ceaus rez et en prengent lou peisson, dementres que il trobent les rez sans guarde, et sanz home qui lor vendet lo peisson, il lou puent prendre, se dient li aucun; et aucun autre volent dire que cil de la nef font assez se il esparent [4] les rez arrere sanz fere en autre amande; et li autre diseent que anceys devreent ceux de la nef lier sauvement aus rez tant dargent cum vaudreit lo peisson leiaument, et ge macort mielz [5] a ceste darrere raison de largent lier au rez, quar mis ne deit [6] prendre lautruy travail sanz faire amande.

Chapitre lxxviii. De ii. compaignons.

Si sunt duy compaignon sus i. aver, et li vns en facet creance, il nen est de rens tenuz a lautre daus deners rendre, mas ben li deit dire les debtors, et [fol. 57. *b.*] aioster lo ob eaus que il lo paient aussi comme luy;

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[1] *assiage*] affiage.

[2] *qualage*] quaiage.

[3] *rez*] from the Latin rete, a net.

[4] *esparent*] esparager : répandre, Roquefort.

[5] *ge macort mielz*] je m'accorde mieux.

[6] *mis ne deit*] on ne doit mie. The word "mie" for "pas" was still in use in several parts of France at the commencement of the nineteenth century.

A ship pays for the stowage,[1] and the landing boards and the quais at its own cost, the cargo according to its value pays the towing paths (rivage), and it is to be understood that people of Oleron do not pay rivage upon the goods which they bring for the service and use of the household, and as to those goods they are believed upon their faith and their oath; but of the other goods which they bring from abroad they pay rivage equally as strangers, excepting wines, which a man has from his own vines, and the wines from the quarters of the four lords above mentioned. Chapter lxxvi. These are the dues on shipping.

¶ If a ship sails along the sea, and nets are in the sea, and the crew of the ship raise those nets and take fish from them, whilst they find the nets without a watcher and without a person who can sell them fish, they may take the fish, some say, and some others say that the crew of the ship do enough if they spread the nets again in the sea, without making other recompense, and others say that the crew of the ship ought first to bind fast to the nets as much money as the fish would be fairly worth, and I agree [2] more with this last argument of binding money to the nets, because no person ought to take the labour of another without making compensation. Chapter lxxvii. When ships disturb fishing nets.

If there are two partners in one property, and the one borrows money on it, the other is not bound to render back the money, but the debtor ought to tell it to him and adjust with him that he pays as well as Chapter lxxviii. Of two partners.

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[1] *stowage*] Affiage implied the fitting up bulkheads as well as the arranging the casks in the hold of a vessel. The word is used in the same sense in art. xi. of the Rolls of Oleron. It is written "assient" in the Black Book of the Admiralty, p. 102.

[2] *I agree*] The first person occurs in several paragraphs, probably in cases where the names of the parties were not on the record; but it may be that the first person is used to distinguish the opinion of a prud'homme from the judgment of a court.

car cilz qui ha feit la creance, la fet por lou profet de son compaignon ausi come par le son, car cil qui part on profet deit partir on domage.

Chapitre lxxix. Du mayor. Si home a ior davant lo mayre, et avant hore le mayre li done congie, et cilz sen auget, et apre[z] ce vienge dedenz hore soceant [1] li autres sis adversaires et se presentet au mayor, ou sil ne trobet luy aus autres prodeshomes, ge nedi pas [2] que li vns ne li autres daus dous aversaires seent endeffaute, quar ceu est en la cort dau mayre, et ce fut iuge on plait de Foques Richart lo gene,[3] et de P. Charcoyre, quant Sire Aymeri Chesac esteit por mayor au chastea,[4] dona [fol. 58.] conge au dit Pere Charcoyre lo dialuns [5] par iurer apres la Saynt Ylaire.

Si hom a este esqueuins ou por maior [6] si cum nos disom comme de Sire Aymer Chezac, et apres yceluy temps yl seit trez [7] en garantage de choze qui a este faite on temps de son esqueuinage ou de sa sousmayrerie, ia sis garantages passe celuy temps, ne vaudra plus que dun autre home simple. Sis recors vaudra autretant comme au temps de sa sosmayrie ou de son esqueuinage, quar recors se fait ben de tot home qui ha tengu cort, quauque il seit, li recors est maintengu, mas que il seit coneguz a estre leaus hom. Et ce fut dit on plait de Foques Richart lo gene, et de Pere Charcoyre, on quau plait on oit le recort [fol. 58.b.] daus chozes qui avient este faites davant luy tnadis

[1] *soceant*] sufficiently.

[2] *ge nedi pas*] je ne dis pas.

[3] *Richart lo gene*] Richard le Jeune.

[4] *chastea*] chateau.

[5] *lo dialuns*] This word occurs previously, in a sense equally as obscure. It probably means the defendant.

[6] *por maior*] vice-magister, the mayor's deputy, afterwards called under-mayor.

[7] *trez*] trait.

himself, for he who has borrowed the money has borrowed it for the profit of his partner as well as of himself, for he who shares the profit ought to share the loss.

Chapter lxxix. Of the mayor.

If a man has a day assigned him to appear before the mayor, and before the hour the mayor give him leave to depart, and he goes away, and afterwards there comes within the hour sufficiently the other his adversary, and presents himself to the mayor, or if he does not find him, to another prud'homme, I do not say that the one or the other of the two adversaries are in default, for this is in the court of the mayor, and so it was adjudged in the suit of Foques Richart the younger, and of Pierre Charcoyre, when Lord Aymer Chesac was deputy mayor at the Chatéau, and gave leave to the said Pierre Charcoyre, the defendant,[1] to swear after Saint Hilaire.

If a person has been an echevin or deputy mayor[2] as above said in the case of Lord Aymer Chezac, and after the time of his so serving he be called in to warrant a thing which has been done in the time of his shievralty or his deputy mayoralty, his warrant after his time of office will be worth no more than that of a simple person. His record will be of as much value as in the time of his deputy mayoralty or his shrievalty, for a record is well made by any man who has held a court; whatever he become, his record is maintained, provided he is known to be a fair man. And this was said in the suit of Foques Richart the younger, and of Pierre Charcoyre, in which suit was heard the record of the things which had been done

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[1] *the defendant*] The context appears to warrant this translation.

[2] *deputy mayor*] It is not clear from the text whether Lord Aymer Chezac held the office of under-mayor, sous-mayre, or was the mayor's deputy on occasion of the mayor's absence.

comme il esteit por maior, quar adomques il ne esteit fors comme vns autres simples homs, et ceu fut dit on plait de Foque Richart, et de P. Charcoyre, en quau plait Sire Aymer Chezac voleit que il deveit estre receguz adonques a garantie comme sires ou cum esqueuins daus chozes, qui aveent este faites davant luy dedenz son mayrage sis recors.

Chapitre lxxx. De marchez ou de convenanz.

Si gent de pais font marche ou convenanz entreaus, et apres isordet [1] contenz, li contenz, deit estre assignez on pais ou aura este faiz li marchez ou li convenanz, quar meilz trobet hon en icel pais ceaus qui ont oyes les convenances et les marchez ; mas si ce sunt genz de vn meisme pais, cest ben raison que lor contenz seit assignez en lour meisme pais.

[fol. 59.] Chapitre lxxxi. De garanz à prover baton ou tort.

Hom qui promtist ou promet a prover baton ou tort fait ou autre chose par garanz, et li garanz seent amenez encort davant lo maire, et li dit garenz dient lor garantage davant lo mayre oiant lo mayre et les esqueuins, ou oiant lun daus esqueuins, avant qe il aient fet lo saigrement, lor garantages nest mis,[2] por ce que semblant est que il seient parconer en la demande, ou quil eient este soborne [3] par deners ou par prieres. Ne hom̄ qui est plaideeres [4] en cele meisme cause ne puet estre garanz a celuy por cuy il plaideet, car tau gent

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[1] *isordet*] from the Latin surgere.
[2] *mis*] admis.
[3] *soborne*] from the Latin subornare.
[4] *plaideeres*] This term is also used in the Assises de Jerusalem.

before him [1] when he was deputy mayor, for at that time he was nothing but a simple ordinary person; and this was said in the suit of Foque Richart and Pierre Charcoyre, in which suit Lord Aymer Chezac contended that he ought to be received at that time to warrant his record, as a lord or as an echevin, respecting things which had been done before him during his mayoralty.

Chapter lxxx. Of bargains and of contracts.

If people of the country make bargains or contracts between themselves, and afterwards a dispute arises, the dispute ought to be assigned [for hearing] in the country where the bargain or the contract was made; for one finds more easily in that country those who have heard the contract or the bargain. And if they are people of one and the same country, it is highly reasonable that their dispute shall be assigned for hearing in their own country.

Chapter lxxxi. Of a warrantor to prove an assault or a tort.

If a man has promised or promises to prove an assault or a tort done in any matter by warrantors, and the warrantors are brought into court before the mayor, and a warrantor gives his warranty before the mayor in the hearing of the mayor and the echevins, or in the hearing of one of the echevins, before he has made the oath, his warranty will not be admitted, because it is likely that he is a partner in the demand, or has been suborned by money or by entreaties. A man who is a pleader [2] in the same cause cannot be a warrantor for him for whom he pleads; for such persons are suspected in giving a warranty for

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[1] *before him*] that is, before Lord Aymer Chezac.

[2] *pleader*] The Editor has adopted the literal translation of the word plaideres, which according to Roquefort might apply to a procureur or an avocat. The verb plaidier is used in a generic sense in the Assises de Jerusalem, ch. xvii.-xix., where the avocat is designated lavant-parlier.

sunt soupeconos a porter garantage par la partie que il sostenent; mas li plaideor sunt ben recegu en garantage contre laverse partie.

[fol. 59. *b.*] Chapitre lxxxii. De nez sur encre.

¶ Si doues nez[1] sunt sus encre, et par tormente lune se desamarret et fert[2] sur lautre, et cele qui se desamarret briset lautre, cele qui cest desamarree payera la meste dau demage, et lautre qui est ben amarree sus lencre paiera lautre meite dau demage, par que ceu est cas daventure. Si, donques, cil de la nef qui est ben amarree ne poieant prover, par la veue de bones genz[3] ou par autres garens, que par deffaute daus marineas, ou par deffaute daus appareilz de la dite nef, fut desamarree la dite nef, et en fust veuz li diz demages, et si ceu puet estre prove, la nef qui est ben amarree nest pas tenue de rendre nus[4] daus demages. Mas si li encreant[5] a chaice[6] de cas daventure tant [fol. 60.] que venget sus la nef qui est ben amarree, adonques deit paier la nef qui est ben amarree la meste daus demages, par ceu que meismes cas li poyret ben avenir, et la nef qui est desamarree lautre meite.

Chapitre lxxxiii. De parconers de nef.

Si duy ou plusor[7] sunt parconer en vne nef, et li vns daus parconners ne voget ou ne puchet espleiter si partie, ia por ce ne remayndra que cil qui ne veaust ou ne puet espleiter sa partie ne fornissent les couz et les missions[8] daus marineaus et de la nef segont sa partie, ja seit ceu que[9] il ne espleite sa partie de

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[1] *doues nez*] deux navires.
[2] *fert*] from the Latin ferit.
[3] *bones genz*] good and true men.
[4] *nus*] nul, Roquefort.
[5] *li encreant*] the vessel anchoring.
[6] *chaice*] cheir: tomber, Roquefort.
[7] *plusor*] plusieurs.
[8] *missions*] despenses, Roquefort.
[9] *ja seit ceu que*] Jaçoit ce que: malgré que, Roquefort.

the party whose cause they plead. But the pleader is properly received as a warrantor against the adverse party.

If two ships are at anchor, and by tempest one of them drives from her anchorage and strikes the other, and that vessel, which has driven, damages the other, the ship which has driven from her anchorage shall pay half the damage, and the other which has kept herself well at her anchorage shall pay the other half of the damage, for this is a case of accident.[1] If, however, the ship which has remained well anchored can prove, by the view of prud'hommes or by other warrantors, that by default of the mariners or by default of the tackle of the said ship, the said ship drove from her anchorage, and the said damage be inspected, and this can be proved, the ship which is well anchored is not liable to render any part of the damages. But if the anchoring vessel has met with a case of accident in coming down upon the said ship which is well anchored, then ought the ship which is well anchored to pay half the damages, because the same case may well happen to it, and the ship which has driven from her anchorage shall pay the other half.

Chapter lxix. Of ships at anchor.

If there are two or several partners in a ship, and one of the partners is neither willing nor able to employ his part, it does not follow that he who neither will nor can employ his part shall not furnish the costs and expenses of the mariners and of the ship according to his part, even although he does not employ

Chapter lxx. Of part owners of a ship.

[1] *accident*] The same principle of dividing the damage is adopted in the Judgments of Oleron, in the case where a ship comes in from sea and by accident runs into a vessel at anchor, article xv. The Consolat del Mar, ch. clv., applies the same principle to a vessel constrained by a tempest to enter a port, and unable to anchor without causing damage to another vessel at anchor.

la nef, quar por ceu ne coste mie mainz[1] a fornir les marineas de la nef, en autres missions. Si cil qui ne [fol. 60. b.] veaut espleiter sa partie ne ne puet ne ne veaut fornir les couz si cum nos avom dit, li autres qui espleitera sa partie propre de la nef fornira les couz et les missions, et len ert tenguz li cors de la nef einsi que[2] ia neys encore, li autre ne lespleitera decique il len ait paie dreitement de sa partie. Mas or posum einsi. Luns daus parconers charget sa partie, et apres celuy qui ne veost ou ne puet charger sa partie semont, que il facet secte[3] ou couz; si cum nos avom dit, cil en segant ses couz troubet fret, et fornist sa partie einsi que mais assez gaigneret en son fret que li autre en sa charge; or vent cilz qui ha charge et dit que il veaut aver partie comme compaignon on gaig[4] de celuy qui ha frete, et si ait sa partie on gaig de ce que celuy a gaagne de ceu, disons nos que chascun deit [fol. 61.] aver lo gaig de sa partie cestui de ce que il ha frete, quar lor compaignie est commune devise quant a celuy tor; quar li vns ha especiaument sa partie cestuy de ce que il ha charge, et celuy de ce que il ha frete, quar lor compaignie est commune devise quant a celuy tor.

Chapitre lxxxiv. Quant chaptaus est arestez en Oleron.

Si chaptaus[5] ou avers est pris ou arestez en Oleron, et venget avant hom leyaus et conoguz et avoet que li chaptaus fust sons, et ne seit autre qui puchet mostrer ou deffendre quil seit a autre, et non mie a celuy qui lo avoet, il ert creguz par son saigrement que li avers est sons.

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[1] *ne coste mie mainz*] il ne coute pas moins.

[2] *einsi que*] de maniere que, Roquefort.

[3] *facet secte*] fasse suite, from segar, suivre.

[4] *en gaig*] en gain.

[5] *chaptaus*] chateux, chattels.

his part of the ship, for it does not for that reason cost the less to provide the mariners and the other expenses of despatching the ship. If he who will not employ his part cannot and will not furnish the costs as above said, the other who wishes to employ his own part of the ship may furnish the costs and the expenses, and the hull of the ship is bound for them, so that the other partner cannot employ his part until he has paid rightly the expenses for his part. Let us suppose a case. One of two part owners loads his part, and afterwards summons him that will not or cannot load his part that he contribute his share of the costs; if the latter, as we have above said, in providing his share of the costs finds freight and furnishes his part in such manner that he gains more by his freight than the other by his cargo, thereupon the part owner who has loaded his part comes and says that he wishes to have a share as part owner in the gain of him who has freighted his part, and claims his share of the gain which the latter has made, we say[1] that each ought to have the gain of his own part, the latter of that which he has freighted, for their joint ownership is divided in common[2] for this turn; for the one has specially his part in that which he has loaded, and the other in that which he has freighted, for their partnership is divided in common for this turn.

Chapter lxxxiv. When chattels are arrested in Oleron.

If chattels or goods are taken or arrested in Oleron, and a loyal and well-known man comes forward and asserts that the chattels are his, and there is no other who can show or maintain that the goods are another's, and not his who claims them, he shall be believed upon his oath that the goods are his property.

[1] *we say*] The words of an opinion or judgment.

[2] *in common*] that is, not a joint partnership for this turn, but a partnership in common.

Chapitre lxxxv. Si li sires volt prendre vile. [fol. 61. *b*.]

Quant li sires veost prendre autruy ville ou chastea,[1] et ceux qui en sunt guarde ne nant ogu[2] commandement de leur seignor, il deivent aver espece de aler parler a leur seignor, de xl. iors ou plus, que il puchent aler et venir. Et ceu dona li seneschaus au rey de France,[3] quant yl vouguit aver Oleron, que lon raignot a aver dilacion a aler en Angleterre saver la volunte dau rey.

Chapitre lxxxvi. Quant marineaus deffaut a sa nef garder.

Si marineaus deffaut a sa nef garder, et la nef ou li avers en recevet domage, il est tenguz damander en tout lo domage. Et si est einsi que encore plusors parconers lou ait mis parsey[4] ou marineaus, einsi comme vns met autre parsey, cis qui lo aura mis est tenguz damander en tot lo demage, et cil qui aureit recegu lou domage lo poyret demander auquau yl vodra daus [fol. 62.] dous, ou au marinea ou a celuy qui li aura mis. Mas si hom demandet lo demage a celuy qui li aura mis, lo marinea aura recors a lautre quil y avet mis. Mas, ne pero,[5] si cilz qui auront recegu lo demage hant recegu soceablement[6] celuy marineau qui aura este mis, nos de disom mie que cilz qui laureit mis en soyt coupable.

Chapitre lxxxvii. Un parconner eu

¶ Si duy ou plusor sunt parconner en vne nef, chascun daus parsoners poet vendre sa partie, se il veaut, entreaus, au fayre la nef en lemprise[7] de lor compaignie;

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[1] *chastea*] chateau.

[2] *nant ogu*] n'ont eu.

[3] *rey de France*] This may refer to the invasion of Poitou by Louis VIII. of France, when he took Rochelle, A.D. 1224, upon which the earl of Salisbury was sent over by Henry III. of England and stopped the progress of the French arms.

[4] *lou ait mis parsey*] This is probably a more correct reading than that which M. Pardessus, tom. iv. p. 293, has adopted, viz., lou ait uns seyen. "Mis" instead of "uns" is in perfect accordance with what follows.

[5] *ne pero*] nempero, neammoins.

[6] *soceablement*] sufficiently.

[7] *en lemprise*] From the Catalan empresa.

When the lord wishes to seize a vill or a chateau, and those who are in guard of it have received no orders from their master, they ought to have a space of forty days or more[1] to go and speak to their master, that they may go to him and return. And this was allowed by the seneschal of the King of France when he wished to have Oleron, when they claimed to have delay to go to England to know the will of the king.[2]

Chapter lxxxv. If the lord wishes to seize a vill.

If a mariner is negligent in protecting his ship, and the ship or the cargo receives damage, he is bound to make compensation for all the damage. And if it happens amongst several partners that one has put on board for himself a mariner, and another has put on board for himself another mariner, he who shall put the mariner on board is bound to make compensation for all the damage which he may cause, and he who shall have received the damage may demand compensation as he pleases from either of the two, either from the mariner or from him who has put him on board. But if a man demands compensation for damage from him who shall have put the mariner on board, the latter shall have a remedy against him whom he has put on board. But nevertheless, if he who has received the damage has recognised as responsible the mariner who shall have been put on board, we do not say that he who put him on board shall be culpable.

Chapter lxxxvi. When a mariner neglects to protect his ship.

If two or more are partners in a ship, each of the partners may sell his share, if he wishes, amongst themselves, so as to keep the ship in the employment

Chapter lxxxvii. A part owner of a

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[1] *forty days or more*] This interval, which agrees with that allowed for parties or witnesses abroad, points rather to England as the residence of the master.

[2] *the king*] that is, the King of England, who was Duke of Aquitaine. Louis VIII. of France is probably alluded to in this place, being the lord paramount under whom Oleron was held as a fief by the dukes of Aquitaine.

une nef poet vendre sa partie.

quar chascuns hom puet sa partie vendre coma sa choze domayne. Nem pero li aucun vodrient dire que ben deit vns daus parconners aveir la partie de la nef plus tost que vns autres estranges por le fuer[1] de autre [fol. 62. b.] estrange; mas ceu ne tent mie, quar avis sereit que fust aliance.[2] E cist iugement fut rendu a Guillaume Daniau dune part et a David Lo Corre dautre, Bretonz,[3] li quau Bretons oguirent[4] mult de contens en Oleron sur compaignies et sur autres chozes.

Chapitre lxxxviii. De maistre de la nef.

Li maistre de la nef deit mener et ramener a sa dreste charge et descharge sur lo ponc[5] de la nef, et apelum petit lo mant home qui loget a lentree daus pors et daus avres sevent dau dangers daus porz et daus havres.

Chapitre lxxxix. De femes mie recegues a faire saigrement de sa mayn.

Feme nest mie recegue a faire saigrement de sa mayn,[6] ainz iure par message,[7] et ceu est par reverence daus sainz livres et daus Evvangeles, sor cuy hom iuret; e sorquetot[8] feme enceinte ne iuret mie par sey ne par message ne par nembre,[9] ne ne soffre iugement qui tort a domage de son cors decique seit delivre, et ceu est par raison de lenfant que ne perillet.

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[1] *fuer*] prix, from the Latin forum.

[2] *aliance*] aliencer : acheter, Roquefort.

[3] *Bretonz*] This word commences a new paragraph in the MS., which is evidently a blunder of the scribe.

[4] *oguirent*] avaient.

[5] *ponc*] pont. Poncel: petit pont, Roquefort.

[6] *de sa mayn*] d'elle même.

[7] *par message*] by an attorney or proxy.

[8] *sorquetot*] surtout.

[9] *par nembre*] These words are probably miswritten.

of the company; for every man may sell his own property. Nevertheless some one will say that one of the partners ought to have the part of the ship rather than a stranger for the price offered by a stranger; but this does not hold good, for the better opinion would be that there should be a public sale, and this judgment was rendered to William Daniau on one part and David Le Corre of the other, Bretons,[1] which Bretons had many disputes in Oleron upon partnerships and upon other matters. ship may sell his part.

Chapter lxxxviii. Of the master of a ship.

The master of a ship ought to conduct her to and from her port of loading and of discharging on the deck of his ship, and petit lomant[2] is the term used to denote the man who stations himself at the entry of ports and of havens, knowing[3] the dangers of the ports and of the havens.

Chapter lxxxix. Of women not allowed to take an oath.

A woman is not admitted to make an oath herself, but she swears by proxy, and this is from reverence of the sacred books and of the Gospels, upon which a man swears; and especially a pregnant woman does not swear, neither by herself nor by proxy, nor suffer judgment which would turn to the damage of her body or her limbs,[4] until she shall be delivered, and this is by reason of the infant, that it be not imperilled.

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[1] *Bretons*] This implies that the mayor's court administered a common maritime law to foreigners. The mention of Bretons is noteworthy in connexion with the early reception of the Rolls of Oleron in Brittany.

[2] *petit lomant*] a coasting pilot as distinguished from a sea pilot. Petits lodemananges are mentioned in art. xiii. of the Rolls of Oleron.

[3] *knowing*] Mr. Pardessus considers "sevent" to be identical with "sauvant," saving; but Roquefort renders the word "sevent" as "savant," from seveir, savoir, to know, which is the more probable interpretation in this place.

[4] *her body or her limbs*] that is, which would inflict death or mutilation. The translation proceeds on the assumption that the words par nembre or par membre are misplaced in the Gascon text.

Chapitre xc. De truylz.

Troilz [1] sunt apele moeble en Oleron, si domques ne sunt fet en tau manere que la maison seit apoee [2] desus, ou se tenget einsi que le truyl ne puchet estre deffez sanz espeirement de la meson. Et por ce sunt li autre truyl moble que hom les puet remuer sanz deformacion de sa premere matere. Mas cil sur quey la mayson sapoet ne poet pas estre remuez entres sanz demage de sa premere faison, ainz qui le vodroit remuer, il le conviendreit a fondre on la meson apoer en autre manere.

[fol. 63. *b*.] Chapitre xci. De molin.

Molin daigue [3] ne sunt mie moeble, car il sunt forment affiche en terre, et ne poent estre remuez en ter sanz domage de lor premere matere.

¶ Or enssi vers qui de molin de vent, que li aucun sunt tuit sor terre ob haute eschale,[4] li aucun sunt lo pie fiche en terre, dit hom ben affichеement, et acordeement [5] que ne sunt pas moble, car desenterre [6] ne poent pas estre ne remue sanz domage de lor premere matere. De ceaus molins qui sunt sur terre, volent aucuns dire que sunt moebles, quar hom les puet remuer sanz emperer lor premere matere, et contre ceu avom raison contraire. Quar ceu nest pas taus machinemenz cum [fol. 64.] est cube,[7] toneas, ou arches, ou nez encore truylz, que hom puet remuer; ainz est comme maison ob eschale, portant fest,[8] et avent foc et loc,[9] et celables agent,[10]

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[1] *Troilz*] Troil: pressoir, Roquefort.

[2] *apoee*] appoier, apuer: appuyé, Roquefort.

[3] *daigue*] From the Latin aqua, water.

[4] *eschale*] echelle.

[5] *acordeement*] accordement, accord, Roquefort.

[6] *desenterre*] A compound word like desamarré. Disinterred is the literal translation,

[7] *cube*] cubel: baril, Roquefort.

[8] *fest*] From the Latin fastigium, the roof of a house.

[9] *foc et loc*] In Latin focum et locum. The Editor has not met with this phrase in any law dictionary. The meaning of foc is obvious. Loc on the other hand is the same as luoc, locus, to which Ducange assigns, amongst other meanings, that of lieu d'aisance.

[10] *celables agent*] chambres à gens. Celle: chambre d'un religieux, Roquefort.

Wine presses are reckoned as moveables in Oleron, if indeed they are not made in such a manner that the house rests upon them, or so touches them that the press cannot be removed without impairment of the house. For this reason other presses are moveables, which a man may remove without disfigurement of the original materials. But a press, upon which the house rests, cannot be removed entire without damage to its original form, and he who would remove it must break it to pieces, and support the house in some other manner. Chapter xc. Of wine presses.

Water mills are not moveables,[1] for they are firmly fixed into the ground, and cannot be removed entire without damage to their original materials. Chapter xci. Of mills.

¶ And likewise with regard to windmills, some of which are altogether on the ground, with a high ladder, and some have their foot fixed in the ground, as men say fixedly, and accordingly they are not moveables,[2] for they cannot be separated from the ground, nor removed without damage to their original materials. Of those mills which rest on the ground, some will say that they are moveables, for a man may move them without damaging their original materials; but against this there is reason to the contrary. For they are not such machines as tubs, casks, or chests, or still less wine presses, which a man can remove; but a windmill is as it were a house with a ladder, having a roof and having a fireplace, and a latrine, and chambers for persons, and closing with a

[1] *moveables*] that is, personal property as distinguished from real estate.

[2] *moveables*] that is, not fixtures in the legal sense of the term.

et fermant ob clef,[1] et estable en son domaine sol et en son propre loc, et par ceste raison nest mie moebles. Et ce fut iadis, au temps Sire Pere Dors, et de Sire Helies Ronas, et de Sire Iohan Viau, et de Don Viau son frere, et de Don Bertome Saugeta, et de mainz autres prodes homes acorde sor i. contenz qui fut daus molins daus cucheaus[2] et a ce que len vait. Parlent de remuement, porreit hom par meisme raison dire que maison qui est toute sus estelons poet hon remuer etc., et por ce est moeble. Mas ceu est apertement faus, quar nule mayson est moebles, et domques molins nest mie moebles, car cest maison si cum nos auom dit.

Chapitre xcii. De chemins.

Roys deit garder et deffendre les chemins a ceu que il seient communaus a aler et avenir a la gent, et sunt communau li chemin, si hom fait sa maison de vne part, et sebrondailz[3] posset ostre la meite dau chemin, et autres de lautre part dau chemin facet apres maison, et voilget faire amander son sebrondail decique la meite dau chemin, il convendra au premer que il demermet[4] son sebrondail entant que il passet ostre la meite dau chemin, que li duy degotail[5] cheent on meilluec dau chemin; quar li chemin sunt einsi communaus que neguns nia prerogative, ce est avantage, et empaitrer[6] les, et ne ipoet einsi li premers raigner tengue[7] par nul [fol. 65.] temps, quar vers les dreiturages de seignor neguns ni puet

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[1] *ob clef*] ove or avec clef.

[2] *daus cucheaus*] cuchot, tas de foin, Roquefort.

[3] *sebrondailz*] The Editor has in vain sought for this word in the ordinary glossaries. It may be another form of chebrondail, chevrondail, compounded of chebron or chevron a gable, and dalle or dale, which Roquefort renders dé de pierre sur le quel on pose des pièces de bois pour batir des hangars, pour etayer. Dalle also signifies un égout ou trou, par où les eaux s'écoulent.

[4] *demermet*] deminuet, diminuet.

[5] *duy degotail*] les deux degouttières. Degoult, degot : gouttière, Roquefort.

[6] *empaitrer*] empestrer : géner, Roquefort.

[7] *raigner tengue*] set up a claim of occupation.

key, and established on its own ground and in its proper place; and for this reason it is not a moveable. And this was adjudged some time ago, in the time of Lord Peter Dors and of Lord Helias Ronas, and of Lord Johan Viau and of Don Viau his brother, and Don Bertome Saugeta, and several other prud'hommes, touching a dispute which arose respecting some mills and some haystacks, and the taking them away. Speaking of removing, a man may for the same reason say, that a house which is altogether built upon posts may be removed, and therefore is a moveable. But this is clearly false, for no house is a moveable,[1] and accordingly mills are not moveables, for they are houses, as above said.

Chapter xcii. Of roads.

The king ought to guard and protect the roads for the use of those to whom they are in common to go and to come, and in a common road, if a man builds a house on one side, and the eaves[2] of his roof pass beyond the half of the road, and another person afterwards builds a house on the other side of the road, and wishes to have the other man's eaves reduced within the half of the road, it is proper for the first to contract the eaves of his roof so much that they shall not pass beyond the half of the road, so that the two spouts[3] fall in the middle of the road, and the roads are so far common that neither party has a prerogative, that is, an advantage over the other to commit a nuisance, and the first cannot assert a right of occupation against the other, for no one can assert a right of occupation against the

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[1] *moveable*] that is, is a fixture in the legal sense of the term.

[2] *the eaves*] The Editor has interpreted the word sebrondail according to the probable meaning of the entire paragraph, in the absence of any clue to its use elsewhere.

[3] *spouts*] The word gotail has an affinity to "gote," which Roquefort renders by the Latin gutta.

raigner tengue. E si dreiturages dau rey[1] est en ce que il deit garder les chemins a lops de la communaute de la gent, si cum nos avom dit. Et pas ne disom que li reis ait sus le premer por ice gage, quar si tot a fait son sebrondail ostre la meit dau chemin il nia rens offendu, ni fait empaistre; mas si esteit einsi que li sebrondail portast offensse ou empaistre, et a la semonse dau seignor soceant de vii. iors il ne lostast[2] lo empaistre, ge ne di pas[3] que il ne rendist a seignor lx. sols de gage, et ob tot ceu en osteret leh lenpaistre; et ceu fut dit et discerne por la mayson neuve que Ioffrey Boisseaus, freres de [fol. 65. b.] Perronele, la feme Sire Guillaume Bormaut, fist au Chasteau[4] davant la maison de Sire Guillaume Chezac et Iohan Chezac, freres, or li sebrondailz daus diz freres passot ostre la meite dau chemin, quar les maisons[5] de lune partie et de lautre sunt einsi porposees,[6] que luns o lautres ne dit que plus volget amander en ses[7] paroles, cilz qui refuset iugement est convaincuz en la demande proposee, et vers lo seignor, de son grant gage, ce est vers lo prevost[8] de lx. sols, ou vers lo maior de lix. sols. E ce dizom que il est convencuz par tau raison par ce que il ne veost atendre lo dreit de la cort de demander aus parties par treys foys continue, se il se volent iuger ou [fol. 66.] receure iugement est encheguz[9] en la forme de susdite. Or posum que luns o lautres ne respont que il se vuille iuger ou reciure iugement.

¶ Nos disum que la plainte ha perdue sa demande, et li citez est en la merci dau dit gage par la deffaute que yl a fait vers lo seignor, et fut conveincuz de la

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[1] *rey*] The genitive case of reys, from the Latin rex.

[2] *lostast*] l'ôtait.

[3] *ge ne di pas*] je ne dis pas.

[4] *au Chasteau*] the town of Chateau, in Oleron.

[5] *maisons*] probably raisons.

[6] *porposees*] proposees, as in a subsequent paragraph.

[7] *ses*] ces.

[8] *prevost*] the king's officer.

[9] *encheguz*] cast, or condemned, from encheir, to fall.

lord. And the rights of the king consist in this, that he ought to guard the roads for the service of the community of people, as we have already said. And we do not say that the king can inflict a penalty on the first party, for when he first made the eaves of his roof to extend beyond the half of the road, he did not commit any offence or any nuisance; but if it happen that his eaves cause offence or nuisance, and at the reasonable summons of his lord within seven days he has not removed the nuisance, I do not say that he shall not render to the lord a penalty of sixty shillings, and the latter shall remove the nuisance; and this was said and decreed in the case of the new house which Jeffrey Boisseaus, brother of Perronele, the wife of Lord Guillaume Bormaut, made at the chateau before the house of Lord Guillaume Chezac and John Chezac his brother, where the eaves of the roofs of the two brothers passed beyond the half of the road, for the arguments of the one party and of the other were so stated, that neither the one nor the other said that he was willing to amend in these words, he who refuses judgment is convicted of the demand made, and of the highest fine to the lord, that is to say, to the provost sixty shillings, and to the mayor fifty-nine shillings. And we say that he is convicted for this reason, because when he will not await the right of the court to demand of each party three consecutive times if he is willing to judge or receive judgment, he is cast in the above-said manner.

We suppose a case[1] that neither the one nor the other party answers that he is willing to judge or receive judgment. ¶ We say that the plaintiff has lost his demand, and the defendant is liable to the said penalty for the default which he has made towards the lord, and is

[1] *We suppose a case*] This should be the commencement of a fresh paragraph.

demande, mas la deffaut de la plainte meisme len sauve. Or disum que quant les raizons de lune partie et de lautre sunt einsi proposees que il se commande iuger desequi en avant, il ne poent les parties amander, et lor paroles que il ne retenge iugement segont lor raizons avant porposees.

Chapitre xciii. Quant hom trovet sa chose sor autre.

Si hom trovet sa choze sor autre, cilz sus cui hom la trovera deit ben dire et commant[1] il la tent; et si cilz dit que il la achate ben et leaument veent gent,[2] et deit en dire lou prez[3] que il ia doune, et se il dit [fol. 66. b.] par son saigrement que quant il lou trobera mostrera avaunt, et iquest sollempnite faite, cilz cuy la choze aura este forfaite rendra a celuy sus cuy ele ert trovee lo prez que il i aura done, et recevra sa choze. Et ne pero nos ne disum mie que cilz sus cuy la choze est trovee ia facet iceste sollempnite decique li autres ait mostre par bons garenz ou par autre prove que la choze seit soe. E ce meisme que nos disom achat[4] dizom aussi que cil sus cuy la choze est trovee dit [fol. 67.] quil la tent par gage ou par autre rayzon ou manere. Si choze de gent de pecey[5] est trovee a la mer ele nest mie a celuy que la trovet, mas si il latrait a sauvete aura en merite[6] de celuy a cuy la choze ert par son travail a lesme de prodeshomes. Et issi aura la choze cil cuy ele ert, se il la vait requerre dedenz i. an et i. ior.

[1] *commant*] comment.

[2] *veent gent*] veer, veoir, videre, Roquefort.

[3] *lou prez*] preis: pretium, Roquefort.

[4] *disom achat*] There is some word omitted here, as achat belongs to the preceding word.

[5] *de pecey*] Probably depeciey, from depecier: mettre en pieces, Roquefort.

[6] *en merite*] en moite, a half.

convicted of the demand, but the default of the plaintiff himself saves him. Again we say that when the arguments of the one party or of the other party are so stated that he can proceed to judgment forthwith,[1] he cannot impose a penalty on the parties, and the words that he take upon himself to give judgment follow the arguments above stated.

Chapter xciii. When a man finds his property upon another.

If a man finds his property upon another person, he upon whom he shall find it ought to say how he became possessed of it, and if he says that he has bought it well and fairly in the presence of other persons, he ought to say the price which he has given for it, and if he says upon his oath that when he found it he showed it publicly, and this solemnity is completed, he whose property has been missing shall render to him upon whom it shall be found the price which he has given for it, and shall receive the property. Nevertheless we do not say that he upon whom the property is found shall be required to perform this solemnity, until the other has shown by warrantors or by other proof that the thing is his, and we say the same as to a thing which a man has bought.[2] We say also the same, if he upon whom property is found says that he holds it as a pledge, or for some other reason, or in some other manner. If the property of persons broken to pieces is found on the sea, it does not belong to him who has found it, but if he draws it into safety he shall have for his labour according to the estimate of the prud'hommes. And the person to whom the property belongs shall have it again, if he comes to request it within a year and a day.

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[1] *forthwith*] There is some uncertainty as to the true meaning of this paragraph, which is probably attributable to an error of the scribe.

[2] *has bought*] The word "achat" or "purchase" has clearly reference to a case supposed in the earlier part of the paragraph.

Chapitre xciv. De gest de nef.

En gest[1] de nef ne partent rens li cor[2] de la nef ob toz ses appareilz et ob toz son estorement, ne li leit,[3] ni les huches, ni les chozes brevement qui sunt establies parveentement[4] a lestorage de la nef et de ceaus de dedens; mas si ya lez huches et taus autres chozes que seient portees par non de marchandie, eles partent toutes on gest.[5]

Chapitre xcv. La nez paiet lo quillage. [fol. 67. *b*.]

La nez, non li avers de la nef, paiet lo quillage[6] et lo grant lomant.[7] Quar desque la nef est bien atornee de marineaus et de grant lomant, de se qui[8] en avant si li marchaanz volent aver plus marineaus ou lomanz por lor aver mieuz sauver, li marcheant lo devient aver a lor couz.

Chapitre xcvi. Li avers payet lo affiage.

Li avers qui est chargez en Oleiron payet lo affiage. Quar par raison de laver vent la nef au port ou ele se fait affier; et si tot homs Doleiron charget vaisseau, et charge lo tout, fors tant que si est autres estranges icharget i. toneau de vin ou dos ou autre einsi que partie, iquele partie que li estranges chargera paiera tout laffiage.

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[1] *En gest*] en jet, jetison.

[2] *li cor*] le corps.

[3] *li leit*] les lits.

[4] *parveentement*] This word is probably miswritten.

[5] *en gest*] This may have been the substance of a judgment of the mayor's court in accordance with the letters patent of Edw. I., A.D. 1285. Before that time the merchants of Gascony had contended for a different rule, and no judgment precisely in point to govern this case is to be found in the Rolls of Oleron.

[6] *quillage*] quittage is adopted by Pardessus, t. iv. p. 294, but quillage from quille, the keel of a ship, is intelligible.

[7] *grant lomant*] The petit lomant has been mentioned above, ch. lxxxviii. Cf. Black Book of the Admiralty, p. 104.

[8] *de se qui*] decique.

Chapter xciv. Of jetison.

In jetison from a ship, the hull of the ship[1] with all its tackle and with all its stores does not contribute, nor the beds nor the chests, nor the things in brief which are provided for the storing of the ship and those within it; but if there be chests or any other things which are carried under the name of merchandise, they contribute all to the jetison.[2]

Chapter xcv. The ship pays the keelage and the sea-pilots.

The ship and not the cargo of the ship pays the keelage dues and the sea-pilot, but as soon as the ship is provided with mariners and the sea-pilot, from that time forward, if the merchants wish to have more mariners or more pilots, to have greater safety, they ought to have them at their own cost.

Chapter xcvi. The cargo pays the stowage.

The cargo which is laden in Oleron pays the stowage dues.[3] For by reason of the goods the ship comes into port, where it has them stowed, and if a man of Oleron loads the vessel, and loads all except so much as another stranger loads with a tun or two of wine or any other part, the part which the stranger shall load shall pay all the stowage dues.

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[1] *the hull of the ship*] The rule of the Rhodian law was maintained in the Assises de Jerusalem, § xlv., and was probably the rule observed in the kingdom of France at this time, as may be gathered from Li Livres de Jostice et de Plet, l. vii. § ii., "De la loi Rodiane de geter "marchandise en mer." But it was otherwise in England after A.D. 1285, in which year King Edward I. issued letters patent to settle a dispute in a matter of jetison between the barons of the Cinque Ports on the one hand and the merchants of England and Wales, Ireland, and Gascony on the other, when it was ordered that henceforth the vessel with her apparel and stores should not contribute in cases of jetison, where cargo had been cast overboard. The dispute and the king's decree are set out in the Liber Albus of the City of London, vol. 1, p. 490, ed. Riley; cf. Black Book of the Admiralty, p. 127.

[2] *contribute all to the jetison*] The rule of the Rhodian law is thus described: "Lege Rhodia cavetur, "ut, si levandae navis gratiâ, jactus "mercium factus est, omnium con- "tributione sarciatur, quod pro "omnibus datum est." Fr. 1. Paulus, lib. ii., Sententiarum.

[3] *the stowage dues*] The text is obscure, and the translation is somewhat conjectural.

Si nez entre desaffiee en port, ele paiera xii. sols. daffiage, ia tant petite ne sera.

¶ Si nez avalet, ia ne facet solement, mas que se remuet fors de son siege, si na paie son affiage, li avers [fol. 68.] en doblera tau gage, et si sen vait fors dau port il nia autre gage fors doblement de laffiage, quar cist tau affiage ne sunt for cum mautote [1] et force. Mas apprie sunt par lonc vsage, et tant ya que si hon nest, que la nef sen alast et noguist paie son affiage et lo davant dit gage, li avers de la nef paieret lo affiage et lo davant dit gage, ceu est lo dolement [2] de laffiage.

Chapitre xcvii. La nefz paie la planchage.

¶ La nefz, non li avers, paie lo planchage. Quar toz vaisseaus deit aveir sa planche a entrer et a essir, a charger et a descharger.

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[1] *mautote*] Probably mautole should be written. Mautollu : pris par force et contra justice, enlevé, Roquefort.

[2] *dolement*] Probably doblement, doublement.

If a ship enters the port with her cargo shifted, she shall pay twelve shillings stowage dues, however small she may be.

¶ If a ship is going away, but does not do so entirely, but moves herself from her station, if the cargo has not paid the stowage dues, the penalty shall be double of the dues, and if the ship goes away out of port it shall pay a penalty of double the stowage dues, for such stowage dues are for carrying away the vessel wrongfully and by force. But they are levied by long usage, and so far is it settled, that if the ship goes away and has not paid the stowage dues and the said penalty, the cargo of the ship shall pay the stowage dues and the above said penalty, that is, double of the stowage dues.

Chapter xcvii. The ship pays the plankage dues.

¶ The ship and not the cargo pays the plankage dues. For every vessel ought to have its planks to enter by and go out by, and to load and to unload.

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LI ESTABLIMENS DE LA COMUNE DE ROAN.

THE CONSTITUTION OF THE COMMUNE OF ROYAN.

CEU EST LI ESTABLIMENS DE LA COMUNE DE ROAN.

Chapitre i. L'eslite dau mayor, daus esqueuins et daus conseillers.

Si au convent a faire lo mayre en la cite de Roan li cent par,[1] qui sunt establi, esliront treys daus prodeshomes de la cite, et les presenteront au roy, que de celuy qui aluy plaira daus treys il facet mayre. Et da cent pers davant diz esliront li ditz cent per vint et quatre, qui en seront chacun an oste,[2] daus quaus seront establi douze esquevin et doze conseiller. Ces vint et quatre jureront ou commencement de lor annee que il garderont les dreistures de saincte yglize et la feaute et la dreiture segont lor escient.[3] Et si li mayres lor commandet aucune choze a celer, il la celeront, et cilz, qui on revelera, sera desposez de son office, et sera en la merci dau mayor, et daus esquevins et de la commune. Li mayres et li douze esquevin

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[1] *li cent par, qui sunt establi*] Illi centum qui pares constituti sunt, is the reading in the Charter of the Commune of Rouen, of which a copy is inserted in the Letters Patent of Philip Augustus, of A.D. 1204, granting a commune after the same model to the jurats of the Commune of St. Jean d'Angely. Ordonnances des Rois de France de la Troisième Race, tom. v. p. 671.

[2] *chacun an oste*] Qui singulis annis removebuntur. Id. "Renovabuntur" is the reading of another copy of the Charter of Rouen, which is not so trustworthy. Ordonnances, tom. i. p. 306.

[3] *segont lor escient*] secundum conscientiam suam. Id. "Justitiam," is the reading of the other copy, tom. i. p. 306.

THIS IS THE CONSTITUTION OF THE COMMUNE OF ROYAN.

At the meeting to appoint the mayor in the city of Royan[1] the hundred peers who are established shall choose three amongst the prud'hommes of the city. and shall present them to the king, who shall make him of the three, whom he pleases, mayor. And out of the hundred peers above mentioned, the said hundred shall choose twenty and four, who shall each year be removed, of whom there shall be appointed twelve echevins[2] and twelve counsellors. These twenty-four shall swear at the commencement of their year that they will maintain the rights of the holy church and the fealty and the rights of the king, and that they will adjudge right according to their knowledge; and if the mayor commands them to conceal anything they shall conceal it, and he who shall reveal it shall be deposed from his office, and shall be at the mercy[3] of the mayor, and the echevins and the commune. The mayor and the

Chapter i. Election of the mayor, and echevins, and counsellors.

[1] *city of Royan*] This town was at the mouth of the Gironde, on the north bank. Its constitution was framed after the model of that of Rouen in Normandy, which was the type of the Anglo-Norman Communes, and was copied for the most part in the towns in the south-western parts of France, which were under the suzerainty of the Anglo-Norman princes.

[2] *echevins*] The Editor has retained the French term echevin, which corresponds with the Latin scabinus, and is derived from the Teutonic word schaffen or schöffen. Scabinus is first met with in the Capitularies of Charlemagne. The English term "sheriff" in its usual signification of sheriff of a county is the synonym of the French word "vicomte," but the sheriffs of London and Middlesex retain many features of resemblance to the ancient echevins.

[3] *at the mercy*] Liable to a fine, un amerciment, at their discretion.

[fol. 69.] se assembleront chascune semayne does fez[1] par les negoyces de la cite; et si il doptent en aucune choze faire, il apeleront celuy ou ceaus quil voudrant des xii. conseillors, et useront sus cele choze alor conseil. E li xii. conseiller seront assemble ob lo mayor et ob les esquevins chascune quinzene lou Semadi et tuit li cent per.[2] E quicunques daus davant diz esquevins et conseillers et pers ne vendra au davant dit ior avant que prime[3] seit chantee, sanz monicion ob les autres esquevins et conseillers, si il est esquevins il paiera v. sols. aus affaires de la cite; e si est conseillers qui ne seit pas en la ville il paiera iii. sols; et si est pers,[4] ii. sols, si il a aucun ior avant ne a dit au maior raizonable escusacion par quei il ne ipuchet estre.
[fol. 69. b.] Et quicunques daus davant diz sen ira sanz conge dau maior de lassemble daus autres paiera autant cum il paieret, se il ne veneit alore de prime. E si li mayres aucune fee a mester de aucun de eos, adonques si aucuns de eos ne vent a son mandement, il paiera lavant dite pene, se il ne mostret aperte excusacion.

Chapitre ii. Quant aucun esquevin voet aler en Angleterre.

¶ Si aucuns daus xii. esquevins vout aler en Angleterre,[5] ou en autre loig pais, il deit prendre conge dau mayre et daus esquevins quant il seront lo Samadi assemble, et il adomques esliront communaument celuy que il establiront en luec de luy iuques il seit venuz. Si li maires et li esquevin se seent en lesquevinage,[6] et aucuns daus iurez dit vilanie a lautre en la presence

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[1] *does fez*] deux fois.

[2] *tuit li cent per*] tous les cent pairs.

[3] *prime*] The service of prime was sung at six in the morning.

[4] *et si est pers*] et s'il est pair.

[5] *Angleterre*] Royan, it may be presumed, was at this time a possession of the king of England. The same provision is found in the charters of Rouen and Falaise.

[6] *lesquevinage*] The court of the echevins. Three articles are omitted here which appear in the Constitution of Rouen.

twelve echevins shall assemble twice every week for the business of the city, and if they doubt in anything to be done, they shall call in him or those of the twelve counsellors whom they will, and shall use their counsel in the matter. And the twelve counsellors shall assemble with the mayor and the echevins every fortnight on the Saturday, and all the hundred peers, and whoever of the said echevins and counsellors and hundred peers shall fail to come on the aforesaid day before prime is chanted,[1] without previous notice to the other echevins and counsellors, if he is an echevin he shall pay five shillings towards the affairs of the city; and if he is a counsellor who is not resident in the vill, he shall pay three shillings; and if he is one of the hundred peers, he shall pay two shillings, if he has not on some day beforehand stated to the mayor a reasonable excuse why he cannot be there. And whosoever of the above-said persons shall go away without the leave of the mayor from the assembly of the others, shall pay as much as he would have had to pay if he had not come at the hour of prime. And if the mayor at any time has need of any one of them, thereupon if any one of them does not come at his summons, he shall pay the above-said penalty, unless he show clearly an excuse.

¶ If any one of the twelve echevins wishes to go to England, or to any other distant place, he ought to obtain leave from the mayor and the echevins when they shall be on Saturday assembled, and they shall thereupon elect in common him whom they shall constitute in his place, until he shall have come back. If the mayor and the echevins are sitting in the court of the echevins, and any one of the jurats[2] say anything insulting to

Chapter ii. When an echevin wishes to go to England.

[1] *prime is chanted*] Prime seems to have been the commencement everywhere of the civil day.

[2] *jurats*] These consisted of the twelve echevins and the twelve conseillers, who were sworn to maintain the rights of holy church and the fealty and rights of the king, and that they would adjudge rightly.

[fol. 70.] et en laudience dau mayor et daus esquevins, il ert en la merci dau mayor et daus esquevins, et sera puniz segont la grandor daus medit, et segont ceu que il est acodumez de mesdire.

Chapitre iii. Si li mayres trepasse lestabliment de la commune.

¶ Si li mayres trepasse lestabliment de la commune, il ert par les esquevins puniz a double paine que seret vns daus esquevins se il trepassot, se il na aperte desacusance, quar de luy deit estre pris exemple de dreiture et de egaute, et de guarder les establimenz.

Chapitre iv. Quant aucun conoichet sa choze sur larron.

¶ Si ol avent que aucun conoichet aucune choze dau son[1] sur larron ou faussoner pris ou convencu a Roan, et il puche mostrer par leau garentage de ses veysins la choze estre soe, ele liert[2] rendue, et li leres ou li faussoners sera mis on pillori, si dreiz[3] requert, que toz [fol. 70. b.] le veent,[4] et le conoichent, et se il deit aver merci il o aura. E se il a meffait par quey il deiet perdre membre ou plus, il et ses chozes seront livrees a la iustice lo rey a faire dreit.

Chapitre v. Quant urez de commune ocist aucun.

Si li iurez de la commune ocist son iure et il en seit fuitis[5] o convencuz, sa maison ert abatue, et il et tuit si ben seront livrez aus iustices lo rey, se il puet estre tenuz. Si aucuns dau iurez maagnet[6] son autre de aucun de ses membres, ou en autre manere li ait meffait, et il enseit convencuz, il remaindra en la merci dau mayor et daus esquevins, por ce que il aura maagne son iure de son membre, ou lo aura feru ou li aura tort fait.

[1] *dau son*] du sien.
[2] *ele liert*] elle lui serait.
[3] *dreiz*] droit.
[4] *le veent*] le voient.
[5] *fuitis*] From the Latin fugitivus.
[6] *maagnet*] Maaignier, mehainier, mehaimier, maim.

another in the presence and in the hearing of the mayor and the echevins, he shall be at the mercy of the mayor and the echevins, and shall be punished according to the degree of his insulting words, and according as he is accustomed to use such words.

Chapter iii. If the mayor transgresses a law of the commune.

¶ If the mayor violates the constitution of the commune, he shall be punished by the echevins with double the penalty which shall be inflicted on an echevin if he violates it, unless he openly excuses himself; for he should set an example of right and of equity,[1] and of maintaining the constitution.

Chapter iv. When any one recognises his property on a thief.

¶ If it happens that any one recognises any thing which belongs to him on a robber or on a forger, taken and convicted at Royan, and he can show by the warrant of his neighbours that the thing is his own, it shall be rendered to him, and the robber or the forger shall be set in the pillory, if right requires it, that every one may see him and know him, and if he ought to be fined, he shall be fined. And if he has transgressed in such a way that he ought to lose a limb[2] or more, he and his goods shall be delivered to the justice of the king to do right.

Chapter v. When a jurat of the commune kills another.

If a jurat of the commune kills another sworn man and he shall be a fugitive or be convicted, his house shall be razed to the ground, and he and all his goods shall be delivered to the justices of the king,[3] if he can be captured. If any of the jurats shall maim another in any of his limbs, or shall in any other manner have injured him, and shall be convicted, he shall be at the mercy of the mayor and the echevins, because he has maimed a jurat of a limb, or has struck him, or has done him wrong.

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[1] *equity*] Egauté in the sense of equity occurs in Li Livres de Jostice et De Plet, l. iii. ch. v. § 9. " Que egauté lor querra." Æquitatis is used in the Rouen charter.

[2] *limb*] The loss of a limb was generally commuted for a money payment.

[3] *justices of the king*] as guilty of felony.

Chapitre vi. [fol. 71.] Si aucuns fait traison en la cité.

¶ Si aucuns fait traison en la cite, et duy daus xxiiii. en ayent veu ou oy, li traitres en sera conveincuz par la simple parole de eaus dous,[1] par ceu seront creguz par lour simple parole, quar il iurerent on commencement de lor an que il direent verite de ceu que veireent et oyreent. Si duy daus autres pers[2] on ayen veu ou oy[3] il en ert convaincuz par lor saicrement de eaus dous, et en ert conveincuz en la merci dau mayor et dos esquevins, et amandera a lesgart dau mayor et daus esquevins lo meffait, segont que il sera, et segont que il ert costumez de meffaire. Si aucuns mesdit de convice a aucun en la cite, ou en rue, ou en maison, ou en autre luec, il en ert conveincuz par dous garenz daus cent pers[4] sans saicrement, ou par ii. autres iurez ob saicrement, et amandera par [fol. 71. *b*.] lo maior et par les esquevins le convice, segont que il ert, et segont que il ert acodumez de mesdire, et de convice dit a son iure remaindra en la merci dau maior et daus esquevins; et si cilz qui aura este laydengez[5] na garenz daus cent pers, ou dous autres iurez, sa querele sera demenee segont la loy de la cort.

Chapitre vii. Quant aucuns qui ne seit pas de la commune meffait a aucun de la commune.

¶ Si aucuns qui ne seit pas de la commune meffait a aucun de la commune, li mayres mandera a celuy par son message ou par autre que il amandet lo forfait; et si amander ne le vaust, il ert deffenduz aus iurez de la commune que il naient ob luy communaute en vendant, ne en achatent, ne encreent,[6] ne en parlant,

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[1] *eaus dous*] eux deux.

[2] *daus autres pers*] des autres pairs.

[3] *ayen veu ou oy*] ont vu ou oye.

[4] *daus cent pers*] des cent pairs.

[5] *laydengez*] laidanger, leidenger; blesser par des paroles, calomnier, Roquefort.

[6] *encreent*] en creent, from the Latin credere.

¶ If any one commits treason[1] in the city, and two of the twenty-four have seen or heard him, the traitor shall be convicted upon the simple word of the two, for they shall be believed upon their simple word, because they have sworn at the commencement of their year, that they will speak the truth of that which they have seen and heard. If two of the other peers have seen or heard him, he shall be convicted by the oaths of those two, and when convicted shall be at the mercy of the mayor and the echevins, and shall make compensation according to the sentence of the mayor and the echevins for the offence, according to what he shall be, and according to what he has been accustomed to offend. If any one insults by word of reproach any one in the city, or in the street, or in a house, or in any other place, he shall be convicted by two warrantors of the peers without an oath, or by two other jurats upon oath, and shall make compensation according to the sentence of the mayor and the echevins for the insult, according to what he shall be, and according to what he is accustomed to insult, and for revilings addressed to his brother jurat he shall be at the mercy of the mayor and the echevins, and if he who shall have been reviled has no warrantors of the hundred peers or of the other jurats, his complaint shall be settled according to the law of the court.

Chapter vi. If any one commits treason in the city.

¶ If any one who is not of the commune commits an offence against any one of the commune, the mayor shall order him, by his messenger or by some other person, to make compensation for his offence, and if he is not willing to make compensation, it shall be forbidden to the jurats of the commune to hold any intercourse with him in selling, or in buying, or in trusting him, or in speaking to him, neither in their houses

Chapter vii. When any one not of the commune wrongs a member of the commune.

[1] *commits treason*] That is, does some act at variance with his fealty to the commune. The Rouen charter has the words seditionem fecerit.

ne en ostau, ne en autre manere naient ob luy com-
[fol. 72.] munaute; si li sires[1] ou sis filz[2] nest a Roan ou en assisia,[3] et si cilz ne veaut par ce lo forfait amander, li mayres lo mostrera aus iustices lo rey, et ajuera a son iure a conquerre en sa dreiture; et si aucuns daus iurez de la commune fait contre ceste deffensse, il sera en la merci dau mayor, et daus esquevins.

Chapitre viii. Si aucuns ha este mis en pillori.

¶ Si aucuns ha este mis on pillori non pas par layroncin, mas par autre choze que il ait assaye afayre contre les establimens de la commune, et aucuns loy reprochet par quey il li facet vergoigne davant les iurez ou davant autres homes, il paiera xx. sols, daus quaus cilz a qui aura este diz li convices aura v. sols, et li xv. sols seront au besoig[4] de la vile; et si cilz
[fol. 72. b.] que lo li aura reproche ne le veaut ou ne puet paier, il sera mis on pillori.

Chapitre ix. Si femme est conveincu destre tensoze.

¶ Si feme est conveincue destre tensoze[5] ou medisanz, ele sera liee ob vne corde soz les aysseles[6] et sera gitee par iii. fez en laigue;[7] et si aucuns lo y reprochet cilz paiera x. sols, et si feme lo y reproche

[1] *li sires*] The word reys is used instead of sires in a subsequent paragraph. In the Latin version the passage here runs thus: "nisi "dominus rex vel filius ejus adsint "Rotomagi vel assisia." "Sires" may have been here introduced purposely if the charter was granted to Royan by the duke of Aquitaine, and the MS. has escaped alteration in modern times. The original MS. of the Rouen charter was surrendered to Philip Augustus.

[2] *sis filz*] From the Latin suus filius.

[3] *en assisia*] Assisia here means probably a court of assise, and not any particular place. "Assisæ et "assisiæ dicuntur concilia publica, "conventus et consessus proborum "hominum, a principe vel domino "feudi electorum, qui pro tribunali "jus dicunt, lites dirimunt," &c. Ducange.

[4] *besoig*] besoign, as gaig is used above for gaign.

[5] *tensoze*] tenceresse is the word used in the Domesday of Ipswich, s. lxxiv. It occurs in the Roman de la Rose, vers. 16,946: "Car ge ne sui pas jangleresse, vilotiere, ne tenceresse.

[6] *aysseles*] From the Latin axilla.

[7] *en laigue*] en l'eau. From the Latin aqua.

nor in any other manner to have any intercourse with him. If the lord[1] or his son is at Royan or in the assize, and if he will not make compensation for his offence, the mayor shall denounce him to the justices of the king, and shall aid the jurat to prevail in obtaining right, and if any of the jurats of the commune acts contrary to this prohibition, he shall be at the mercy of the mayor and the echevins.

Chapter viii. If any one has been set in the pillory.

¶ If any one has been set in the pillory, not for larceny, but for any thing else which he has attempted to do against the constitutions of the commune, and any one reproaches him, whereby he makes him ashamed before the jurats or before other men, he shall pay twenty shillings, of which he, to whom the reproach was made, shall have five shillings, and the fifteen shillings shall be for the wants of the town, and if he who has reproached the other is neither willing nor able to pay the fine, he shall be set in the pillory.

Chapter ix. If a woman is convicted of being a scold.

¶ If a woman is convicted of being a scold or slanderess,[2] she shall be tied with a cord under her arm pits and shall be cast three times into water, and if any one reproaches her of it, he shall pay ten shillings, and if a woman reproaches her, she shall pay ten shil-

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[1] *the lord*] The king is spoken of below, as if he was the lord, who might be at Roan or in the assize. The same provision specifying the king is found in the charters of Rouen and of Falaise.

[2] *slanderess*] This punishment seems to have been of a more rude kind than the ducking stool mentioned in the Domesday of Ipswich. It appears to have been a general practice in all the communes framed after the Anglo-Norman model to condemn common scolds to be ducked in water with a rope tied round their waists.

ele paiera x. sols, ou sera colee[1] iii. fez en laigue, et cis x. sols sunt au besoig de la cite.

Chapitre x. Si aucuns jurez fait clamor de meffait.

¶ Si aucuns iurez fait clamor de meffait que sis iurez li ait fait, ou de toute autre quereille, et ne volget dreit prendre davant lo mayor et davant les esquevins, il sera retenuz et sera mis par gages, et par pleges iurera que il ne meffera par celuy meffait a celuy de cuy il avet fait clamor; et si apres par celuy meffait li meffaiz illi meffait, il sera iuget a pariure, [fol. 73.] et sera en la merci dau maior et daus esquevins dau trespas.

Chapitre xi. Si aucun jurez est mis en merci.

¶ Si aucun iurez de la commune est mis en merci par son meffait, et il fait prier par aucun son riche veisin de relaschement[2] de sa merci, se il nofait par lo commandement lo rey sa merci sera doblee, quar nest pas bon aver la mauvolence de ses riches veisins.

Chapitre xii. Comment prover que aucuns seit jurez.

¶ Si aucuns dit que il seit iurez de la commune, et li mayres ne li esquevin nen seent ben certayn, il ou provera par lou garentage de ii. iurez.

Chapitre xiii. Quant deptres non veoget faire dreit.

¶ Si clers ou chevaler det depte a aucun iure, et li deptres nen veoget faire dreit por lou mayor et por les esquevins, on deffent que nus iurez ait communaute ob luy en bevant, ne en menjant,[3] ne en vendent ne en achatant, ne en parlant, ne en autre manere, si li reis[4]

[1] *colee*] coulée, submergée. The same punishment for scolds is found in the charters of Rouen and of Falaise.

[2] *relaschement*] relachement, diminution.

[3] *menjant*] mengant, mangant.

[4] *li reis*] li sires is the reading in a previous paragraph which treats of a similar excommunication, but it is questionable whether the words "si li reis ou sis filz nest a Roan ou "assisia" are not redundant in this place.

lings, and shall be ducked overhead three times in water, and these ten shillings go to the wants of the vill.

¶ If any jurat makes complaint of trespass which a jurat has done to him, or of any other quarrel, and is not willing to take proceedings[1] before the mayor and before the echevins, he shall be detained, and shall be ordered to find sureties and pledges, and shall swear that he will not himself retaliate for the trespass upon him, against whom he has made complaint; and if afterwards for this trespass the person trespassed against commits a trespass against the trespasser, he shall be adjudged perjured, and shall be at the mercy of the mayor and the echevins for the trespass. Chapter x. If a jurat complains of a trespass.

¶ If any jurat of the commune is fined for an offence, and if he makes entreaty by any of his rich neighbours for a remission of his fine, unless he do it by the order of the king,[2] his fine shall be doubled, for it is not good to have the ill-will[3] of rich neighbours. Chapter xi. If a jurat is fined for a trespass.

¶ If any body says that he is a jurat of the commune, and the mayor and the echevins do not know it for certain, he shall prove it by the warrant of two jurats. Chapter xii. The proof of being a jurat.

¶ If a clerk or a knight owes a debt to a jurat, and the debtor is not willing to do justice through the mayor and the echevins, it is forbidden that any jurat have intercourse with him in drinking or in eating, or in selling or in buying, or in speaking, or in any other Chapter xiii. When a debtor will not do right.

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[1] *proceedings*] This provision requiring a jurat to demand justice from the mayor's court instead of retaliating upon the wrong doer, is in accordance with the statute of Marlbridge, temp. Henry III., "Ut nullus de cætero ultiones aut districtiones faciat per voluntatem "suam."

[2] *by order of the king*] The charters of Rouen and of Falaise have the words "nisi fiat præcepto do- "mini regis."

[3] *ill-will*] "malevolentiam" is in the Rouen and Falaise charters.

[fol. 73. b.] ou sis filz nest a Roan ou assisia, et si aucuns iurez fait contre ceste deffense, il rendra la depte au creancer, et sera en la merci dau maior et daus esquevins; et si par ceu li deptres ne veaut faire dreit au creancer por lo mayor et par les esquevins, li maires ajuera au iure a querre son dreit par les autres iusticers.

Chapitre xiv. Quant est comptenz de depte ou de convenant.

¶ Si en la commune est comptenz[1] de depte ou de convenant par lo recort et par lo garantage de ii. des xx. et iiii. iurez, qui seront creguz par lor simple parole, quar iurarent ce on commencement de lor an; et si lan passe, et eaus deposez, sort[2] contenz de depte cregue ou de convenant fait davant eaus, ou dautre choze, on sera fine par lor saigrement.

Chapitre xv. Un jurez ert creguz par sa parole.

¶ Si vn daus xxiiii. iurez porte de ce garantie, il en ert creguz par sa parole.

[fol. 74.]

Chapitre xvi. Quant jurez portent garantie.

¶ Si duy ou trey dos autres iurez en portent garantie, on sera fine par lor saicrement; et si vns daus iurez nen porte garentie, la querele sera demenee segont la codume dau pais; et si de x. sols ou demains[3] est la querelle, ele sera finee par lou garantage de dos pers sans saygrement.

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[1] *comptenz*] contenz as below.
[2] *sort*] From the Latin surgit.
[3] *demains*] de moins.

manner, if the king[1] or his son are at Roan or in the assise, and if any jurat acts contrary to this prohibition, he shall render the debt to the creditor, and shall be at the mercy of the mayor and the echevins; and if after this the debtor is not willing to do right to the creditor through the mayor and the echevins, the mayor shall aid the jurat to obtain his right through the other justices.[2]

¶ If in the commune there is a contention of debt or of covenant upon the record and upon the warrant of two of the twenty-four jurats,[3] they shall be believed upon their bare word, for they have sworn at the commencement of their year; and if the year passes, and they have laid down their office, and a dispute arises about a debt contracted or a contract made before them, or about any thing else, it shall be finished hy their oath. Chapter xiv. When there is a suit for debt or contract.

¶ If one of the twenty-four jurats gives a guarantee of this, he shall be believed upon his bare word. Chapter xv. A jurat is believed on his word.

¶ If two or three of the other jurats offer to warrant, it shall be settled by their oath; and if one of the jurats offers to warrant, the dispute shall be settled according to the custom of the country; and if the dispute is of ten shillings or less, it shall be settled by the warrant of two peers without an oath. Chapter xvi. When jurats warrant a thing.

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[1] *If the king*] These and the following words, down to "the "assise," do not interfere with the construction of the paragraph, but they are without purport, if the context is considered; whereas in the previous paragraph the whole passage is pertinent to what follows, namely, that the offenders shall be denounced to the justices of the king. But it must be remarked that the Rouen and Falaise charters have the words "nisi dominus rex "vel filius ejus assint Rothom. vel "Fales. vel assisia."

[2] *other justices*] who may have jurisdiction over him.

[3] *the twenty-four jurats*] These would appear to be the aggregate body of echevins and counsellors.

Chapitre xvii. Quant aucuns fait clamor de terre.

¶ Si aucuns fait clamor de terre ou de possession sur autre, la plainte dera pleges ou gage de segre sa clamor; et si apres est faite reconissance de cele choze, et la plainte seit convencuz de fausse clamor, il sera en la merci dau mayor et daus esquevins de lix. sols, quar ha fait fausse clamor en lour audience.

Chapitre xviii. [fol 74.*b*.] De requerre sa corte[1] de sa terre.

¶ Si aucuns requert la cort de sa terre,[2] il laura; et sil ne fait dreit a la plainte en ii. quinzenes, li maires et li esquevin ou feront, se il na ogu[3] dreite desacusance, que li maires et duy esquevins sachent.

Chapitre xix. De requerre sa corte de depte.

¶ Si aucun requert sa cort de depte, il laura et facet dreit a la plainte en ii. octaves; et sil no fait, li mayres et li esquevin on feront, si cil qui tent la cort ne ha essoyne que li mayres et duy esquevin sachent.

Chapitre xx. Quant aucuns deit debte a aucun.

¶ Si aucuns deit debte a aucun, et il ne volget ou ne puchet paier, on baillera tant dau son au creancer que il sera paiez, si cilz ha tant dont li creancer puchet estre paiez; et se il na tant, il sera mis fors la cite iuque[4] il aura fait lo gre dau maior et daus esquevins et do creancer. Et si il est trobez en la cite avant que il ait fet lour gre, il sera mis en chartre
[fol. 75.] iusque il seit reins[5] de cent sols, ou par sey ou par autre, et adonques iurera que il ne retornera en la cite

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[1] *requerre sa corte*] This passage is thus explained in Le Conseil de Pierre de Fontaines, ch. xxi. s. xxvi., "et le premiers sires requerra sa "cort, porce que il sont si home." In other words, if any lord of a manor claims jurisdiction over land in dispute on the ground of its being a fief within his manor.

[2] *la cort de sa terre*] That is, the court of the manor.

[3] *ogu*] probably aucun.

[4] *iuque*] Iuques, from the Latin usque. In old Provençal iuquio, iuquis.

[5] *reins*] rains, ransonné. "Donec redimatur" is in the Rouen charter.

¶ If any one makes claim to land in the possession of another, the plaintiff shall give pledges or security to follow up his claim; and if afterwards a recognition[1] shall be made of the matter, and the plaintiff be convicted of a false claim, he shall be at the mercy of the mayor and the echevins to the amount of fifty-nine shillings,[2] because he has made a false claim in their hearing.

Chapter xvii. When any one claims land.

¶ If any person claims his court in the matter of his land, he shall have it; and if he does not do justice to the plaintiff in two fortnights,[3] the mayor and the echevins shall do so, if he has not a rightful excuse, which the mayor and the echevins know of.

Chapter xviii. To claim jurisdiction over land.

¶ If any person claims his court in the matter of a debt, he shall have it, and do justice to the plaintiff in two weeks;[4] and if he does not do so, the mayor and the echevins shall do it, if he who holds the court has no excuse which the mayor and the echevins know of.

Chapter xix. To claim jurisdiction in matter of debt.

¶ If anybody owes a debt to anybody, and he will not or cannot pay, there shall be delivered to the creditor so much of his property as will enable him to pay himself, if the debtor has enough out of which the creditor may be paid; and if he have not so much, he shall be sent out of the city, until he shall have made satisfaction to the mayor and to the echevins and to the creditor. And if he is found in the city before he has made satisfaction to them, he shall be put in prison until he shall be ransomed for one hundred shillings, either by himself or by another, and thereupon he shall swear that he will not return into

Chapter xx. When any one owes a debt to another.

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[1] *recognition*] That is by an inquest, or by a recognition upon the oath of peers.

[2] *shillings*] In the charters of Rouen and of Falaise the words "solidis Andegavensibus" are used.

[3] *fortnights*] literally, fifteen days.

[4] *weeks*] literally, octaves.

iusquatant[1] que il aura fait lo gre dau mayor et daus esquevins et dau creancer.

Chapitre xxi. Si hom estranges fait clamor de debte.

¶ Si hom estranges fait clamor au mayor et aus esquevins de debte que iurez li det, et li iurez ait seignor, et li sires requert sa cort, il laura ; et se il ne fait dreit a la plainte dedenz iii. iors, li mayres ou li esquevin on feront.

Chapitre xxii. Quant la commune deit aler fors dau pais.

¶ Si la commune deit aler fors dau pais par lo commandement lo rey ou de sa iustice, li mayre et li esquevinles quaus[2] il establiront a garder la cite, et qui apres hore de issir sera trobez en la cite, sera convencuz par ceaus qui seront remes[3] a garder la cite, et sera en la merci dau maior et daus esquevins dabatre sa mayson ou de cent sols se il ne la, et si puys [fol. 75. b.] que la commune sera mogue, aucuns sen depart par arber[4] ou par autre choze sanz conge dau maior ou sanz essoine de son cors, il sera en la merci dau mayor et daus esquevins.

Chapitre xxiii. Quant aucuns ha mesdit de la commune.

¶ Encore sachent tuit que establi est en la commune, que si aucuns ha mesdit de la commune, et de son dit aforfait, si ii. daus esquevins on ant oy, par lor simple parole seront atainz et provez et sera en la merci dau mayor et des esquevins ; et si ii. des iurez

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[1] *iusquatant*] jusqu' à tant, donec fecerit.

[2] *esquevinles quaus*] esquevin les quaus.

[3] *remes*] remis.

[4] *arber*] The charter of Rouen has causa hospitandi. Arber may be a miswriting.

the city until he shall have made satisfaction to the mayor and to the echevins and to the creditor.

¶ If a stranger makes a claim before the mayor and the echevins for a debt which a jurat owes him, and the jurat has a lord, and the lord claims jurisdiction, he shall exercise it; and if he does not justice to the plaintiff within three days, the mayor and the echevins shall do justice to him. Chapter xxi. If a stranger claims a debt.

¶ If the commune ought to march forth out of the country[1] by order of the king or of his justices, the mayor and the echevins shall establish a guard of the city, and he who after the hour of going forth shall be found in the city, shall be convicted by those who shall be left behind to guard the city, and shall be at the mercy of the mayor and the echevins to raze his house to the ground, or to pay a fine of one hundred shillings, if he has them; and if, after the commune shall have moved, any one departs for shelter[2] or for any other thing without the leave of the mayor or without excuse of his person, he shall be at the mercy of the mayor and of the echevins.[3] Chapter xxii. When the commune ought to march forth.

¶ Further let every person know that it is established in the commune, that if any person has slandered the commune, and if two of the echevins have heard his said slander, he shall be attainted, and the offence shall be proved by their bare word, and he shall be at the mercy of the mayor and of the echevins; and if two of the jurats have heard it, it shall be Chapter xxiii. When any one has slandered the commune.

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[1] *out of the country*] This may have been a levy en masse to aid the executive power, like calling out the posse comitatus in an English county, unless it had reference to a time of war. No vassels were obliged to follow their lord beyond the limits of his fief, but the king was lord paramount of every fief.

[2] *for shelter*] To obtain a lodging, seems to be the meaning of the Latin version.

[3] *echevins*] The charters of Rouen and of Falaise end here.

ou ont oy par lor saigrement seront proez, et sera en la dite merci, et si vns sous ou a oy cil qui aura mesdit, se puet espurger[1] par son saigrement et par vi. homes.

Chapitre xxiv. Qui refudet lo saigrement de la commune. [fol. 76.]

¶ Hom quiconques seit de la vile qui refudet lo saigrement de la commune, si il en es proez,[2] il deit estre pris et mis en lians de fer et en la chartre[3] de la commune iuques il ait fait lamande au maior et aus esquevins dau mesprez de la commune.

Chapitre xxv. Quant vecoms pot metre mayn au jurez de la commune.

¶ Si vecoms[4] de la vile ou autre baillis par lo rey ne pot metre mayn au iurez de la commune par lor meffait, sine sunt convencu en la cort au maior de mort dome, et cilz qui de la mort est atains et conveincu en la cort au maior de mort dome, et si chataus[5] sunt en la mayn lo rey, et sil ha maison o verger cest au mayor et a la commune a en fayre dreiture; les autres chozes sunt aus hers, si il les ha.

Chapitre xxvi. Si aucuns defors commune meffait à aucun de la commune. [fol. 76. *b*.]

¶ Si aucuns defors commune meffait a aucun de la commune, et il puchet estre pris, il deit estre liez en lians de fer et mis en la chartre de la commune, iuques il aura fait lamande au maior et aus esquevins, et a

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[1] *espurger*] From the Latin expurgare.

[2] *proez*] provez, prouvé.

[3] *chartre*] cartre, from the Latin carcer.

[4] *vecoms*] vicomte, from the Latin vice-comes.

[5] *chataus*] chateux, chattels.

proved by their oaths, and he shall be at the said mercy, and if one only has heard what he has said, he may purge himself by his own oath and by six men.[1]

Chapter xxiv. He who refuses to make oath to the commune.

¶ Any man, whoever he may be, that refuses the oath[2] of the commune, if it is proved, ought to be taken and set in fetters of iron, and in the prison of the commune, until he has made amends to the mayor and the echevins for his contempt of the commune.

Chapter xxv. When the viscount may lay hands on a jurat of the commune.

¶ The viscount of the vill,[3] or other bailli[4] of the king, may not lay hands on a sworn man of the commune for his crime, unless he is convicted in the court of the mayor of the death of a man, and when a man is attainted and convicted, his chattels are in the hands of the king, and if he has a house or orchard, it is for the mayor and the echevins to do justice against it; his other goods are for his heirs, if he has any.

Chapter xxvi. If any one outside the commune wrongs a member of the commune.

¶ If any one outside of the commune has injured any one of the commune, and he can be taken, he ought to be bound in fetters of iron and set in the prison of the commune, until he shall have made compensation to the mayor and to the echevins, and to him

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[1] *by six men*] That is by the oath of six compurgators, cf. ch. xliv. of the Coutumier of Oleron.

[2] *refuses the oath*] refuses to take an oath of fealty to the commune.

[3] *viscount of the vill*] The vicomte was the representative of the king, and was probably the chief magistrate within the vill, as the mayor was within the city. It should be remarked, however, that "ville" has been used in chapter viii. as if it meant the town generally. The suburbs of an ancient town beyond the walls was often called the vill or the borough, as distinguished from the ancient city. Thus Southwark was in early times called the vill of Southwark, as at present it is called the borough, and so likewise Westminster, both being under the government of a high bailiff.

[4] *bailli*] administrator of crown domains.

celui a cuy il aura fait lo meffait; et sil ne puet estre pris, li maires en deit requerre dreit au seignor de celuy qui aura meffait. Et si par son seignor li maires ne puet aver de celuy dreit par son iure, cil qui seront de la commune quicunques seent, quant il io porront prendre, il en prendront lor dreit sanz autre clamor.

Chapitre xxvii. Quicunques trayra cotea ou espee.

¶ Quicunques daus iurez trayra cotea[1] o espee, ou armes esmolues[2] sur son iure, il deit estre pris et mis en la chartre iuques atant que il ait fait amande au maior et a lautre.

Chapitre xxviii. Se il convient aler au besoig de la vile.

¶ Se il convient aler au besoig[3] de la vile, li mayres et li esquevins devent porveer; quicunques refuidera aler puys que il en sera requis, il ert en la merci dau mayor et des esquevins.

Chapitre xxix. [fol. 77.] Nus ne poet veer son chevau a aler por la vile.

¶ Nus ne puet veer[4] son chevau a aler por le besoig de la vile, et se il treys fez[5] amonestez dau maior ou de son commandement on veet, il ert en la merci au maior.

Chapitre xxx. Li mayres jurera que il ne fera priere vers lo seignor dau pais.

¶ Li mayres iurera au commencement de sannee que li ne fera priere par sey, ne par autre, vers lo seignor dau pais, ne vers barons, ne vers baillis, que il seit maires outre cele anne, se il non esteit par lo communau assentement de la vile.

Chapitre xxxi. Li mayres jurera à juger dreit.

¶ Encore iurera li maires et li esquevin et li per[6] a iuger dreit, ne par amor ne par aiguene[7] iugeront autre choze.

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[1] *cotea*] couteau.

[2] *armes esmolues*] Esmouler: aiguiser, Roquefort.

[3] *aler au besoig*] go on an expedition on account of the town.

[4] *veer*] refuser, from the Latin vetare.

[5] *treys fez*] trois fois.

[6] *li per*] the peers.

[7] *aiguene*] aygrin: aigreur, from aler, Roquefort.

to whom he has done the injury; and if he cannot be taken, the mayor ought to request justice from the lord[1] of him who has done the injury. And if the mayor cannot obtain from the lord justice for his jurat, those who shall be of the commune, wherever they may be, whenever they can take him, shall exact justice from him without further proceedings.[2]

¶ Whoever of the jurats shall draw knife, or sword, or edged weapon against a jurat of the commune, he ought to be taken and set in prison until he has made compensation to the mayor and to the other man. Chapter xxvii. Whoever draws knife or sword.

¶ If it is requisite to go [on an expedition] for the service of the vill, the mayor and the echevins shall provide persons; whoever shall refuse to go after he has been required, he shall be at the mercy of the mayor and the echevins. Chapter xxviii. If it is requisite to go anywhere for the service of the town.

¶ No one can refuse his horse to go for the service of the vill, and if after three admonitions from the mayor and his messenger he refuses, he shall be at the mercy of the mayor. Chapter xxix. No one can refuse his horse to go anywhere for the town.

¶ The mayor shall swear at the commencement of his year that he will not, either by himself or by another, make any request to the lord of the manor, nor to barons, nor to baillis, that he may be mayor for another year, if he be not made mayor by the common assent of the vill. Chapter xxx. The mayor shall swear not to ask a favour of the lord of the manor.

¶ Further the mayor and the echevins and the peers shall swear to judge rightly, and that they will not judge otherwise through love or through hatred. Chapter xxxi. The mayor shall swear to judge right.

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[1] *the lord*] under whose jurisdiction he may be.

[2] *further proceedings*] This sounds very like what has been termed "lynch law."

Chapitre xxxii. Li mayres iurera que il ne prendra lougers.

¶ Encore iureront que il ne prendront deners ne lougers[1] por dreit fere, et que il iugeront dreiture segont lor conscience, et segont les raisons et les allegacions daus parties.

[fol. 77. b.]

Chapitre xxxiii. La peine de celuy mayor qui aura pris lo loger.

¶ Si li mayres ou aucuns daus esquevins poet estre provez que il ait pris louger por dreit fere de aucune querelle, par quey aucuns ait este en esquevinage, la maison de celuy maior ou de celuy esquevin qui aura pris lo loger sera abatue sanz contredit, et cilz qui sur ceu aura meffait, ne si her,[2] ne auront iameis seignorie de mayre ne de autre office e la commune.

Explicit iste liber, sit scriptor crimine liber.
Qui scripcit scribat, ludere scriptor eat,
eat, eat.

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[1] *lougers*] loguer, prix, recompense, Roquefort; en bas Latin, logerium.

[2] *si her*] son heritier, from the Latin hæres.

¶ Further they shall swear that they will not take money nor reward for doing justice, and that they will judge right according to their conscience, and according to the reasons and the allegations of the parties. Chapter xxxii. The mayor shall swear not to accept a bribe.

¶ If the mayor or any of the echevins can be proved that he has taken reward for doing justice in any dispute, in which any person has been in the court of the echevins, the house of that mayor, or of that echevin, shall be razed to the ground without contradiction, and neither he who has done this transgression, nor his heir, shall ever fill the office of mayor, or any other office in the commune. Chapter xxxiii. The punishment of the mayor who has accepted a bribe.

The book here ends, blame not the writer, pray;
Who wrote may write, let him now go to play,
Let him go, let him go.

LA MANIÈRE COMMENT LES MAISTRES DES NAVIRES ET MARCHANS ET AULTRES MARINIERS COMPAIGNONS SE DOIVENT REGIR ET GOUVERNER PAR LE JUGEMENT DE LA MER ET ROOLLE DOLAYRON.

THE MANNER HOW THE MAYSTERS OF SHYPS AND MERCHAUNTS AND OTHER MARYNER COMPANIONS OUGHT TO RULE AND GOVERNE THEMSELVES BY THE JUDGEMENT OF THE SEE AND THE ROLLE OF OLAYRON.

ROOLLE DOLAYRON.

LA MANIÈRE COMMENT LES MAITRES DES NAVIRES ET MARCHANS ET AULTRES MARINIERS COMPAIGNONS SE DOIVENT REGIR ET GOUVERNER PAR LE JUGEMENT DE LA MER ET ROOLLE DOLAYRON.

I. Premierement,[1] quant lou faict ung homme maistre dune nef ou aultre navire, et ladicte nef ou navire appartient a plusieurs, et ladicte nef sen va et departist du pays dont elle est, et vient a Bourdeaulx, ou a Rouen,[2] ou en aultre pays, et se frette a aller en Lescosse,[3] ou en aultre pays estrange, le maistre ne peult mye[4] vendre la nef, sil na procuration ou mandement especial des seigneurs de ladicte nef. Mais sil a

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[1] *Premierement*] This is the earliest printed text of the enlarged version of the Rolls of Oleron. It is copied from a black letter edition of "Le Grand Routier de Mer," printed at Poitiers by Jan de Marnef at the sign of the Pelican (without a date), which is preserved in the Bodleian Library at Oxford. The work was compiled in the latter part of the fifteenth century, as far as may be judged from the dedication, which is addressed by the author, Pierre Garcie, alias Ferrande, to his godson, and which is dated from St. Gille on the last day of May A.D. 1483. The style of the type argues the printing of the work to be of a somewhat later date. An English translation of the text of this work is appended to Dr. Godolphin's View of the Admiral Jurisdiction, printed in London A.D. 1661, under the title of "An Extract "of the Ancient Sea-Laws of Ole-"ron, rendered into English out of "Garcias, alias Ferrande." Bedford, in his MS. translation of the Black Book of the Admiralty, has introduced a translation of the enlarged version of the Rolls of Oleron after the text, which Cleirac has published in "Les Us et Coutumes de la Mer."

[2] *Rouen*] Rochelle is the reading of the ancient MSS.

[3] *Lescosse*] This reading is peculiar to the enlarged version of the Rolls.

[4] *ne peult mye*] ne peut pas, Cleirac, who invariably substitutes *pas* for *mye*.

ROLLE OF OLAYRON.

THE MANNER HOW THE MAYSTERS OF VESSELS AND MERCHAUNTS AND OTHER MARYNER COMPANIONS OUGHT TO RULE AND GOVERN THEMSELVES BY THE JUDGEMENT OF THE SEE AND THE ROLLE OF OLAYRON.

First, when a man is made mayster of a shyp or other vesselle, and the said shyp or vesselle belongeth to severalle parteners, and the said shyp goeth away and departeth from the countre of whiche it is, and cometh to Bourdeaulx, or to Rouen, or to another countre, and is fraught to go to Scotland,[2] or another straunge countre, the mayster cannot sell the shyp yf he have not a procuracyon or special mandate from the owners of the said shyp. But yf he have need of money for 1.

[1] *First*] The articles of Garcie's version of the Rolls of Oleron, as far as the 22nd article included, are in substance identical with the articles of Cleirac's version. There are, however, sufficient differences between them to warrant the opinion that Cleirac was not a mere copyist of Garcie's text, more particularly as the articles after the twenty-second are differently arranged in the two versions. Both of the versions agree in omitting the article on coasting pilots, which is the tenth in the Jutgamen de la Mer and in all the ancient English MSS. of the Judgments of the Sea; and whilst the 23rd article of Garcie's version has been divided into the 23rd and 24th of Cleirac's, the 29th and 30th of Garcie's version are combined together in the 25th of Cleirac's, so that ultimately the number of articles in the two versions remains the same, namely, forty-seven. The variation in the order of the articles will be noticed in their proper place. An English translation of Cleirac's version has been appended to Peter's (American) Admiralty Decisions, vol. i., accompanied by the greater part of Cleirac's annotations.

[2] *Scotland*] Garcie speaks of England in article xvi., which name Cleirac has struck out; but Cleirac has retained Scotland in this place.

mestier dargent pour les despens de la nef, il peult mettre aucuns des appareil en gaige par le conseil des mariniers de la nef. Cest le iugement en tel cas.

II. Item, vne nef est en vn havre, et demoure pour attendre son fret et son temps; et quant il vient a son departir, le maistre doit prendre conseil avec ses conpaignons, et leur dire, "Seigneurs, vous haiste ce "temps;" aucuns y aura qui diront, "Ce temps nest "mye bon, car il est nouvellement venu, et le doivons "laisse rasseoir;[1] et les aultres diront "le temps est bel "et bon." Lors le maistre est tenu a soy accorder avecques la plusgrande partie et oppinion de ses conpaignons; et sil faisoit autrement, et la nef se perdoit, il est tenu de rendre ladicte nef, ou la somme quelle seroit prisee, sil a dequoy. Cest le iugement.

III. Item, si vne navire ou nef se pert par fortune en aucunes terres en quelque lieu que ce soit, les mariniers sont tenuz de saulver le plus quilz pourront saulver des biens de ladicte nef, et des denrees; et silz aydent a les saulver, le maistre est tenu de leur bailler leurs coustz raisonnablement a venir en leur terre. Et sil ont tant saulve, par quoy le maistre le puisse faire, lors ledict maistre peut bien engager des choses qui seront saulvees a aucun preud home[2] pour les avoir. Et ilz naydent a saulver lesdicte choses, lors ledicte maistre nest en rien tenu a les pourveoir, aincoys ilz perdent leurs loyers quant la nef est perdue; et ne peust ledict maistre vendre les appareilz de la nief sil na commandement ou procuration des seigneurs; aincoys il les doit mettre en saulvegarde iusques a tant quilz sache la volunte des seignêurs,

[1] *asseoir*] rasseoir, Cl.

[2] *preud homme*] probus homo.

the expenses of the shyp he may lay some of the takelyng to pledge by the councell of the maryners of the shyp. This is the judgement in such a case.

Likewise, a ship is in a haven, and taryeth to awayte its freyghte and its wether, and when it cometh for its departure the mayster ought to take councell with his felowes, and saye to them, "Mates, you have "this wether;" some there wyll be who wyll saye, "The "wether is not good, for it has newly set in, and we "ought to let it settle;" others will saye the wether is fayre and good. Thereupon the mayster is holden to agre with the greater number and opinion of his felowes, and yf he doeth otherwyse, and the shyp is lost, he is holden to restore the said shyp, or the summe at whiche it is praysed, yf he have wherwith. This is the judgement. 2.

Likewise, if a vesselle or shyp is lost by chaunce in any landes in any place whatsoever, the maryners are holden to save the most they can save of the goodes of the said shyp, and the marchaundises; and if they helpe to save them, the mayster is bounde to gyve them theyr costes reasonably to goo to lande; and if they have saved so moche wherby the mayster may do it, further, the said mayster may well pledge the thynges,[1] whiche shall be saved to some honest man to have them. And if they helpe not to save the said thynges, then the said mayster is not bounde to provide for them, on the contrarie they lose theyr wages when the shyp is lost. And the said mayster cannot sell the takelynge of the ship, yf he have not a mandate or procuracyon of the owners; on the contrarie, he ought to place them in saufgard unto the tyme when he dooth knowe the 3.

[1] *pledge the thynges*] This authority for the master to pledge the goods salved from the wreck is here more explicitly stated than in the ancient MSS. of the Judgments of the Sea.

et le doit faire le plus loyaulment quil pourra; et sil faisoit aultrement il est tenu a ladmender, sil a dequoy. Cest le iugement.

IV. Item, si vne nef se depart de la Rochelle[1] ou daultre lieu chargee, il advient aucunes foys que la nef sempire, lon saulve le plus quon peust des denrees, le marchans et les maistres sont en grant debat, et demandent les marchans a avoir du maistre leurs denrees; il doivuent bien avoir payant le fret de tant que la nef aura faict tel voyage, veue par veue, cours par cours, sil plaist au maistre. Et si le maistre veult, il peult adouber sa nef, sil est [en] cas quelle peult estre prestement adoubee, et sinon ny peult louer vne aultre nef pour achever son voyage: et aura le maistre son fret de tant comme il aura des denrees saulves. Et doit le fret desdictes denrees que sont saulves estre compte tout livre a livre, et les denrees a paier selon ladvenement des costz, qui auroient estemys[2] esdictes denrees saulver. Et si ainsi estoit que le maistre et les marchans promissent es gens qui leurs ayderoient a saulver la nef et lesdictes denrees la tierce partie, ou la moitie desdictes denrees qui pourroient estre saulvees, pour le peril ou ilz sont; la iustice du pays doit bien regarder quelle peine et quel labeur ilz auront mys a les saulver, et selon icelle peine, nonobstant celle promesse que lesdictz maistres et marchans leurs auroient faictes, ler guerdonner. Cest le iugement.

[1] *Rochelle*] Bordeaux is the reading of the ancient MSS., and is adopted by Cleirac.

[2] *estemys*] este mis, Cl.

wyll of the owners, and he ought to do it the most fairly that he can; and yf he do otherwyse, he is holden to make amendes, yf he have wherwith. This is the judgement.

Likewise, if a shyp departe from La Rochelle or 4.
other place laden, it chaunceth sometymes that the shyp is damaged, they save as much as they can of the marchaundise, the marchauntes and the mayster are in great dispute, and the marchauntes demande to have theyr goodes from the mayster; they ought well to have them, payinge the freyght for so much of the voyage which the shyp has made, view by view, and course by course, yf it please the mayster. And yf the mayster wyll, he may repayr his shyp, yf it be in a case to be speedily repayred, and yf not, he may hyre another shyp to fynysshe the voyage, and the mayster shall have his freyght of as much of the goodes as shall be saved. And the freyght[1] of the said goodes, that be saved, ought to be rekened pounde by pounde, and the goodes to pay the amount of the costes, which have been incurred to save the said goodes; and yf it were so, that the mayster and the marchauntes have promised to folke, that shuld helpe them to save the shyp and the said goodes, the thyrde parte or half of the said goodes which shuld be saved for the peryll that they be in, the justyce of the country ought well to regarde what payne and what labour they have done in saving them, and after that payne, notwithstanding that promise whiche the said mayster and the marchauntes shall have made, rewarde them. This is the judgment.

[1] *And the freyght*] This article in the ancient English and Castilian MSS. finishes with the word "saved." The concluding part, commencing with the words, "And the freyght," was probably added at an early period in France, as it is found in all the early French versions of the Judgments of the Sea.

V. ¶ Item, vne nef se despart daucune contree chargee ou vuyde, et est arrivee en aucune part; les mariniers ne doivent mye yssir hors sans le congie du maistre, car si la nef se perdoit ou empiroit par aucune adventure et fortune,[1] ilz sont tenuz a amender; mais si la nef estoit en lieu, ou elle seroit ancree et amarree de deux ou de trois amarres, ilz peuvent bien yssir sans le conge du maistre; en laissant lune partie des conpaignons mariniers pour garder le bort et les deurees, et eulx en revenir par temps a leur nef et bort.[2] Et sil estoient en demeu,[3] ilz le doivent amender, silz ont dequoy. Cest le iugement.

VI. ¶ Item, mariniers[4] se louent avecques leurs maistres, et y en a deux qui sen yssent sans conge de leur maistre, et sen yvrent, et font contemps, debatz, et meslees, desquelz y en a aucuns que sont navrez; le maistre nest mye tenu a les faire guerir, ne a les pourvoir en riens; ains le peult bien mettre hors la nef eulx et leurs escours,[5] et se ilz coustent,[6] ilz sont tenuz de paier le plus au maistre. Mais si le maistre les envoye en aucun service pour le proffit de la nef, et ilz se blessoyent, ou lon leur feist chose grevante, ilz doivent estre gueriz et pensez sur le coust de ladicte nef. Cest le iugement.

VII. Item, quant il advient que aucune maladie prent vn des mariniers de la nef, en faisant le service de ladicte nef, le maistre le doit mettre hors de ladicte nef; et si luy doit querir hostel, et luy doit querir[7] lumiere, comme gresse ou chandelle, et luy doit bailler vn

[1] *adventure et fortune*] mesadventure, Cl.
[2] *et bort*] omitted, Cl.
[3] *demeu*] demeure, Cl.
[4] *mariniers*] si les mariniers, Cl.
[5] *escours*] secours, Cl.
[6] *coustent*] comptent, Cl.
[7] *querir*] bailler, Cl.

Likewise a shyp departeth from any countre laden or voyde, and aryveth at another place; the maryners ought not to go out without leave of the mayster, for yf the shyp should be lost or damaged by any chaunce and fortune, they are holden to make amendes; but yf the shyp were in a place where it was ankered and moored with two or three cables,[1] they may well go out without the leave of the mayster, levynge some of the maryners to keep the deck and the goodes, and they to come back betime to the ship and deck; and if they delay they ought to make amendes if they have wherwith. This is the judgement. 5.

Likewise maryners bynd themselves with theyr mayster, and there are one or two who go out withoutte leave of the mayster, and get dronken, and make strife and dispute and fight, whereby some of them are hurte, the mayster is not holden to make them to be healed, nor to provide them with any thing, but he may well put them and theyr helpers [2] out of the shyp; and if they cost any thing, they are bounde to pay what is more to the mayster. But yf the mayster sende them on any errande for the prouffyte of the shyp, and they shuld wounde theym, or any one shuld do them a grevous thing, they ought to be healed and dressed at the costes of the said shyp. This is the judgement. 6.

Likewise when it chaunces that any sekenesse take one of the maryners of the shyp in doyng the service of the said shyp, the mayster [3] ought to set hym out of the shyp, and ought to seke a lodgynge for hym, and ought to seke a lyght as talowe or candell for hym, and ought 7.

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[1] *two or three cables*] Four cables are mentioned in the English and Castilian MSS.

[2] *their helpers*] These words are not in the English MSS. Leur ostils is the reading of the early Breton versions.

[3] *the mayster*] This power is expressly given to the master in the English MSS. only in cases where the sailor is too sick to do his work.

varlet de ladicte nef a le garder, ou luy louer vne femme, qui preigne garde de luy, et si luy doit pourveoir de telle viande comme lon vse en la nef, cest assavoir, autant comme il prenoit, quant il estoit en sante, ne rien plus, sil ne plaist au maistre. Et sil veult avoir viandes plus delicieuses,[1] le maistre nest mye tenu le querir,[2] sil nest a ses despens. Et si sa nef estoit preste a sen partir, elle ne doit demourer pour luy. Sil guerist, il doit avoir son loyer tout comptant en rabatant le fret,[3] si le maistre luy a faict; et sil meurt, sa femme ou ses prochains amys[4] le doivent avoir pour luy. Cest le iugement.

VIII. ¶ Item, vne nef est chargee a aller a Caen,[5] ou en autre lieu, et advient que tourmente la prent en la mer, et quelle ne peult eschapper sans getter les denrees et marchandie pour allever[6] ladicte nef, et pour saulver le demourant et les corps de la nef. Lors le maistre doit dire, "Seigneurs, il convient[7] getter hors vne partie de ceste marchandise pour saulver la nef."[8] Et sil ny a nulz marchans, que respondent leurs volunte, et greent ou ont aggreable[9] le gict pour leur taisement, lors le maistre doit faire ce que sera en luy, et faire gict. Et sil nont aggreable ledict gict, et contredisans, non pourtant le maistre ne doit mye laisser quel ne getteroit tant quil verroit que bien seroit, iurant luy et le tiers de ses compaignons sur les sainctes evangilles, quant ilz venoit a sa droicte voye descharger, quil le faisoit[10] pour sauver le corps

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[1] *delicieuses*] delicates, Cl.
[2] *querir*] requerir, Cl.
[3] *le fret*] les frais, Cl.
[4] *amys*] omitted, Cl.
[5] *a Caen*] de Bourdeaux a Caen, Cl.
[6] *allever*] faire aller, Cl.
[7] *convient*] faut, Cl.
[8] *pour saulver la nef*] omitted by Cl.
[9] *ou ont aggreable*] "ont agreable" in brackets in Cl.
[10] *le faisoit*] ont jetté, Cl.

to give hym a boy of the said shyp to attend upon hym or to hyre a woman to take care of hym, and ought to purvey hym of suche meat as is used in the shyp, that is to wyte, as moche as he toke when he was in helth, and no more, yf it do not please the mayster. And yf he will have deyntyer meates, the mayster is not bounde to gete to seke them except at his costes. And yf the shyp be redy to departe, it ought not to tary for hym; and yf he be healed he ought to have his hyre fully reckoned, rebatynge the expense,[1] yf the mayster has made any for hym; and yf he dye, his wyfe or his next frendes ought to have it for hym. This is the judgement.

Likewise a shyp is laden to go to Caen[2] or elswhere, and it chaunceth that a tourment taketh it in the sea, and that it cannot escape withoute casting out the goodes and marchaundise to lyghten the said shyp, and to save the residue, and the hull of the shyp. Therupon the mayster ought to say, "Mates, it behoveth to cast over "a part of this marchaundise to save the shyp." And yf there be any marchaunts, who make answere that they are wylling, and agre to or are agreable to the castyng over by their silence, thereupon the mayster ought to do that which depends on hym, and cast over. And if they are not agreable to the castyng over, and object, the mayster nevertheless ought not to refrain from castyng over as moche as he shall see goode, swearing hymselfe and the thyrde parte of his felowes on the Holy Gospels, whan they be come to the right place of theyr dyscharge, that he dyd it to save the hull of the vessel and 8.

[1] *the expense*] This judgment is in accordance with the maritime law of Rome. Digest xix. tit. ii. p. 38.

[2] *to Caen*] The introduction of the name of the city of Caen into this article must have been for the purpose of interesting Norman traders. The more ancient MSS. have simply "from Bourdeaux." Cleirac has "from Bourdeaux to "Caen."

LA MANIÈRE COMMENT LES MAISTRES DES NAVIRES ET MARCHANS ET AULTRES MARINIERS COMPAIGNONS SE DOIVENT REGIR ET GOUVERNER PAR LE JUGEMENT DE LA MER ET ROOLLE DOLAYRON.

THE MANNER HOW THE MAYSTERS OF SHYPS AND MERCHAUNTS AND OTHER MARYNER COMPANIONS OUGHT TO RULE AND GOVERNE THEMSELVES BY THE JUDGEMENT OF THE SEE AND THE ROLLE OF OLAYRON.

ains doit avoir son fret, ainsi comme tonneaux fussent plains.[1] Cest le iugement.

X. ¶ Item, vn maistre dune nef vient a sauvete a sa droicte descharge, il doit[2] monstrer aux marchans les cordages onquelz il guindera, et silz voyent que il ayt que amender, le maistre le doit amender. Car si le tonnel[3] se perdoit par default de guindage ou de cordage, le maistre est tenu a le paier aux marchans entre luy et les mariniers, et si doit le maistre paier selon quil doit prendre de guindage; et doit guindage[4] estre mys a recouvrer le dommage premierement,[5] et le remanent[6] doit estre party entre eulx; mais si les cordages rompent sans que le maistre les monstrast aux marchans, ilz sont[7] tenuz a rendre le dommage. Mais si les marchans disent le cordage est bel et bon, et les cordages rompent,[8] chascun doit partir au dommage, cest assavoir, le marchant a qui le vin sera tant seullement, et le maistre et les mariniers. Cest le iugement.

XI. ¶ Item, vne nef est chargee a Brest[9] ou a aultre lieu, et lieve sa voille pour mener ses vins; et ne offre[10] mye le maistre et ses mariniers leurs voille comme ilz deussent; et les prent mauvais temps[11] en la mer en telle maniere, que la futaille crol et deffonce pipe au tonnel, la nef arrive a saulvete a sa droite descharge. Le marchant dict au maistre, que par futaille est perdu leur vin. Le maistre dict que non. Lors si ledict

[1] *fussent plains*] fussent peris, Cl.

[2] *dune nef vient a sauvete a sa droicte descharge, il doit*] de navire qui frete, doit, Cl.

[3] *le tonnel*] quelque tonneau, Cl.

[4] *guindage*] le salaire du guindage, Cl.

[5] *premierement*] omitted, Cl.

[6] *le remanent*] le remanant ou surplus, Cl.

[7] *ilz sont*] il sera, Cl.

[8] *et les cordages rompent*] et ils s'en contentent et que les cordages neammoins rompent, Cl.

[9] *a Brest*] à Bourdeaux, Cl.

[10] *ne offre*] n'officient, Cl.

[11] *les prent mauvais temps*] le mauvais temps les surprend, Cl.

his freight as yf the tonnes were full.[1] And this is the judgment.

Likewise, the mayster of a shyp cometh in saufte to his ryght dyscharge, he ought to shew to the marchauntes the ropes with which he wyll hoyse, and yf they see that there is any thynge to amende, the mayster ought to amende it. For yf the tonne is destroyed by default of the hoysynge or of the ropes, the mayster is bounde to pay after that which he ought to take for hoysynge, and the hoysynge ought to be set first to recover the damage and the residue to be shared among them; but yf the ropes break without that the mayster has shewen them to the marchauntes, they are bounde to render the damage. But yf the marchauntes say the ropes are fine and goode, and the ropes breke, each of them ought to share the damage, that is to wyte the marchaunt to whom the wine shall belong so much only, and the mayster and the maryners. This is the judgement. 10.

A shyp being laden at Brest or elsewher, and hoyseth its sayle to go with its wynes, and the mayster and the maryners trymme not theyr sayl[2] as they shulde, and bad wether taketh them at sea in suche manner, that the shyp's casks[3] roll, and stave in pipe or tonne, and the shyp arrives in saufte at its ryght dyscharge. The marchaunt says to the mayster that his wyne has been lost by fault of the shyp's casks. Thereupon yf the said mayster wyll swere, he and his 11.

[1] *full*] This is the reading of the old Breton MSS. "Peris" is a reading peculiar to Cleirac, the meaning of which is not very clear.

[2] *theyr sayl*] The ancient MSS. have a different reading, which applies to the stowage of the vessel, not to the trim of her sails.

[3] *shyp's casks*] large casks, which were part of the fitting out of vessels engaged in the wine trade.

maistre veult iurer[1] luy et ses mariniers, soient quatre ou six, ou de ceulx que les marchans vouldroient, que les vins ne perdissent par eulx ne leur futaille, ne par leur deffault, comme les marchans leurs mettent sus, ilz doivent estre quictes et delivres; mais si ainsi est que ne veullent iurer, ilz sont[2] tenuz a officier leur voille bien et iustement avant que partir de leurs charge. Cest le iugement.

XII. ¶ Item, vn maistre loue ses mariniers, il les doit bien tenir en paix, et offre estre le iuge.[3] Et sil ya aucun, qui desmente lautre, pourquoy ilz ayent vin et pain[4] a table, celluy qui desmentira doit paier quatre deniers. Et si le maistre dement auscun, il doit payer huict deniers. Et si aucun des compaignons desment ledict maistre,[5] il payera huit deniers. Et si ainsi est que le maistre frappe aucun de ses compaignons, ledict compaignon marinier doit attendre le premier coup, comme du poing ou de paulme, mais si le maistre le fiert[6] plus dun coup, ledict compaignon se peult deffendre; et si le compaignon et marinier fiert premier le maistre, il doit payer cinq solz[7] ou perdre le poing. Cest le iugement.

XIII. ¶ Item, sil convient[8] qil y ait content[9] et debat entre le maistre dune nef et les mariniers, le maistre

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[1] *iurer*] jurer, sont obligez à le payer.
[2] *ilz sont*] les maistre et mariniers sont, Cl.
[3] *le iuge*] leur juge, Cl.
[4] *pourquoy ilz ayent vin et pain*] parquoy avant qu'ils ayent pain et vin, Cl.
[5] *desment ledict maistre*] desdit le maistre, Cl.
[6] *le fiert*] frappe, Cl.
[7] *cinq sols*] cent sols d'amande, Cl.
[8] *sil convient*] s'il advient.
[9] *content*] contemps, Cl.

maryners, be they three or four or six,[1] or of those whom the marchauntes wyll, that the wyne was not lost by them nor theyr shyp's casks nor by theyr defaulte, as the marchauntes put theyrs upon them, they ought to be quyt and released; but yf it be so that they wyll not swere, they are bounde to order theyr sayle well and justly before they part from theyr charge. This is the judgment.

Likewise a mayster hyreth his maryners, he ought to kepe them in pese and offre to be theyr judge. And yf there be any who gives the lye[2] to another while they have wyne and brede at table, he who shall give the lye oughte to pay four pence, and yf the mayster gives the lye to any one he oughte to pay eight pence, and yf any one of the maryners gives the lye to the said maister he oughte to pay eight pence. And yf it be that the mayster smyte any of the maryners, the said felowe maryner oughte to abyde the fyrste buffet, be it with fyst or with the flat of the hande, but yf he smyte more than one blow, the said felowe may defend hym; and yf the felowe maryner smyte fyrste the mayster, he ought to pay five shillings[3] or to lese his fyst. This is the judgment. 12.

Likewise,[4] yf it befal that theyre is variance and dispute bytwene the mayster of a shyp and the mary- 13.

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[1] *or six*] Four is the maximum number in the ancient MSS.

[2] *gives the lye*] In the compilation known as the Jus Navale Rhodiorum it was provided, "Si nautæ "rixari voluerint, verbis id facient, "nec alter alterum verberet." The free condition of the mariner sufficiently accounts for the alteration in the law.

[3] *five shillings*] This is the reading of the early Breton editions. Cleirac follows the reading of the ancient English MSS., which proceed upon a more reasonable estimate of the value of a man's hand.

[4] *Likewise*] An important article of the original version of the Judgments of the Sea, which had reference to coasting pilots, and is the thirteenth article in the Black Book of the Admiralty, is here omitted by Garcie and by Cleirac.

doit oster la toaille trois fois devant son marinier, avant que le mettre hors. Et si ledict marinier se offre a faire lamende au regard des mariniers qui sont a table, si le maistre est tel quil nen vueille rien faire, et le met hors, le marinier sen peult aller suyvre la nef iusques a sa droicte descharge, et doit avoir aussi bon loyer comme sil estoit venu dedans, en amandant le meffaict au regard des compaignons. Et si ainsi est, que le maistre ne preigne aussi bon compaignon comme celuy en ladicte nef,[1] et elle sempire par aucune adventure et fortune, le maistre est tenu a rendre la nef et la marchandise, sil a dequoy. Cest le iugement.

XIV. ¶ Item, vne nef est en vn cours liee et amarree, et vne autre nef vient de hors de la mer,[2] et ne se gouverne mye bien, et se fiert a la nief qui est en sa voye, si que la nef est endommagee du coup que lautre luy a donne, et ya des vins deffonces et effondrez dune part et dautre par la raison de ce coup, le dommage[3] doit estre party et prise moictie par moictie des deux nefz et les vins qui sont dedans, et party aussi le dommage entre les marchans. Et le maistre de la nef, qui a feru et frappe lautre, est tenu a iurer sur les Sainctes Evangilles, luy et ses marchans,[4] quil ne firent[5] mye de leur gre et volunte. Et est raison par quoy ce iugement fut faict, premierement que vne vieille nef ne se mette mye voluntiers en la voye dune meilleure, si avant quelle endommage chose pour grever[6] la nef, mais quant elle scait bien quelle doit partir iusques a la moictie, elle se tire[7] voluntiers hors de la voye. Cest le iugement.

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1 *comme celuy en ladicte nef*] en la dite nef, comme celuy qu'il met hors, Cl.

2 *de la mer*] omitted, Cl.

3 *de ce coup le dommage*] le dommage du coup, Cl.

4 *ses marchans*] ses mariniers, Cl.

5 *firent*] ferurent, Cl.

6 *quelle endommage chose pour grever*] qu'elle endommage, ou puisse grever, Cl.

7 *se tire*] se retirera, Cl.

ners, the mayster oughte to take the towel three tymes from before the maryner, before he put hym out; and yf the said maryner offre to make amendes upon the verdict of the maryners that be at the table, yf the mayster is soche that he wyll not do any thynge, and puts hym out, the maryner may go in pursuit of the shyp up to its ryght dyscharge, and oughte to have as good wages as yf he had come in the shyp, amendynge the trespace upon the verdict of his felowes. And yf it so be, that the mayster take not as good a felowe as he in the shyp, and it by some adventure is damaged, the mayster is bounde to render the shyp and the goodes, yf he be able. This is the judgment.

Likewise a shyp is in a rode ankred and moored, 14.
and another shyp cometh out of the sea, and is not steered well, and hytteth against the shyp that is in its way, so that the shyp is damaged by the stroke that the other has given it, and theyr are wynes stove and shedde on the one parte and the other parte by reason of this stroke, the damage ought to be shared and borne half and half by the two shyps and the wynes that are on board, and the damage also shared betweene the marchauntes. And the mayster of the shyp that has hytte and stroke the other is bound to swere upon the Holy Gospels, he and hys marchauntes, that they did not do it of theyre wyll and intention. And the reason why this judgement was made, is first that an old shyp may not put itself wyllyngly in the waye of a better, knowing that its damages wyll be repaired by the other; but when it knows well that it must share the half of the damage of the two vessels, it wyllyngly withdrawes itself out of the waye.[1] This is the judgement.

[1] *out of the waye*] This is a case of collision, for which no express provision was made by the Roman Law. Dig. ix. t. ii. Ad legem Aquiliam.

XV. ¶ Item, deux nefz ou plusieurs sont en vn havre, et ya peu eaue, et si asseiche lancre dune desdictes nefz. Lors le maistre de lautre nef doit dire a lautre maistre, " Maistre, levez vostre ancre, car elle est trop pres de " nous, et nous pourroit faire dommage." Et ledict maistre ne veult mye lever ny ses compaignons; alors lautre maistre et ses mariniers, qui pourroient partir du dammage, peuvent lever ladicte ancre, et esloigner deulx. Et si les aultres deffendent a lever lancre, et lancre leur faict dommage, ilz sont tenuz amender tout au long, et ainsi estoit quilz neussent mys vne orin ou bouee, et lancre faict dommage, ilz sont tenuz a rendre le dommage tout au long; et si ainsi estoit, quilz soient en vn havre asseiche,[1] ilz sont tenuz[2] de mettre oryns et haloignes a leurs ancres, qui apparoistront[3] au plain de la mer. Et tel est le iugement.

XVI. ¶ Item, vne nef est arrivee o sa charge en Angleterre[4] ou ailleurs, le maistre est tenu de dire a ses compaignons, " Seigneurs, frettes o voz amarrages, ou bien " vous louerays ou fret de la nef;"[5] ilz sont tenuz a respondre lequel ilz veulent faire. Et silz prenent au fret de la nef, ilz auront autant comme la nef aura. Et sil veulent fretter par eulx, ilz doivent freter en telle maniere que la nef ne soit mye demourante. Et sil advient quilz ne trouvent fret le maistre ny a nul blame, et leur doit monstrer leur rymage chascun.[6]

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[1] *et si ainsi estoit, quilz soient en vn havre asseiche*] c'est pourquoy estant en un havre, Cl.

[2] *tenuz*] obligez, Cl.

[3] *apparoistront*] puissent paroistre, Cl.

[4] *Angleterre*] Bourdeaux, Cl.

[5] *frettes o voz amarrages, ou bien vous louerays ou fret de la nef*] voulez-vous freter votre ordinaire en particulier, ou bien voulez-vous le prendre sur l'entier fret de la nef, Cl.

[6] *rymage chascun*] rimage ou plassage pour mettre le pesant de leur ordinaire chacun, Cl.

Likewise, two shyps or more are in a haven, and there is little water, and the anker of one of the said shyps becomes dry. Thereupon the mayster of the other shyp ought to say to the other mayster, "Mayster, "take up your anker, for it is too nere us, and it may "doo us harme." And the said mayster wyll not take it up, nor his felowes, then the other mayster and his maryners, who might have the harme, may take up the said anker and set it ferther from them.[1] And yf the others prevent them taking up the anker, and the anker do them harme, they are bounde to make compensation for it in full; and if it shulde be that they have not fastened to it a float or buoy, and the anker does harme, they are bounde to render the damage in full; and yf it be that they are in a haven that dries, they are bound to put buoys and floats to their ankers that may appear[2] above the water. And this is the judgement. 15.

Likewise a shyp is arrived to lade in England[3] or elswhere, the mayster is bounde to say to his felowes, "Mates, wyll ye freight your fares,[4] or wyll you let "them at the freight of the shyp?" they are bounde to answere what they wyll do; and yf they take at the freight of the shyp, they shall have as moche as the shyp shall have; and yf they wyll to freight by them selfe, they ought to freight it in suche wyse that the shyp do not tarry. And yf it chaunce that they finde no freight, the mayster has no blame, and he ought to shew their stowage to each; and yf they wyll 16.

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[1] *ferther from them*] The Roman Law allowed the master of a ship to cut the cable of another ship, if it was driven against it, and could not otherwise escape damage.

[2] *appear*] so that vessels coming in may bring up clear of the anchors of other vessels.

[3] *England*] Cleirac adopts here the ancient reading of Bourdeaux instead of England, so that he is at liberty to say "the Rolls speak "nowhere of England."

[4] *fares*] the space on board ship allowed for each mariner's venture.

Et sil veulent mettre tonnel deaue, ilz peuvent bien mettre pour tonnel de vin. Et si coullaison se faisoit en la mer, leur tonnel deaue doibt estre pour tonnel de vin, ou pour autres denrees, livre a livre, pourquoy les mariniers se puissent deffendre [1] en la mer. Et si ainsi [2] est quilz fretegent [3] es marchans, telle franchise comme le marinier aura, doit avoir le marchant. Cest le iugement.

XVII. ¶ Item, les mariniers de Bretaigne ne doibvent avoir que vne cuysine le iour, par raison quilz ont brevages allans et venans ; et ceulx de Normandie doibvent avoir deux mestz de cuysine le iour, pour ce quilz nont que de leaue a aller au despens de la nef. Et puys que la nef est a la terre au vin, les mariniers lors doibvent avoir brevaige, et ce doit leur maistre leur querre. Cest le iugement.

XVIII. ¶ Item, vne nef a descharge, les mariniers veulent avoir leurs fret ; aucuns ya, qui nont mye lict ne arche en la nef ; lors le maistre peult retenir de leurs loyers, pour rendre [4] la nef au lieu, ou ilz la prindrent ; silz ne donnent bonne caution de fournir tout le voiage. Cest le iugement.

XIX. ¶ Item, le maistre dune nef loue ses mariniers en la ville dont la nef est ; et les vngs a mareages, les aultres a deniers ; il advient que la nef ne peult trouver fret a venir a ses parties, et leurs convient aller plus loing ; lors ceulx qui sont a mareages le doyvent suyvre, mais ceulx qui sont a deniers, le maistre leur

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[1] *deffendre*] deffendre et s'aider, Cl.

[2] *ainsi*] tant, Cl.

[3] *fretegent*] le fretent, Cl.

[4] *pour rendre*] pour assurance e rendre, Cl.

[5] *a venir*] a revenir, Cl.

to place theyr a tonne of water, they may well place it there for a tonne of wyne; and yf lekage[1] takes place into the sea, theyr tonne of water ought to be for a tonne of wyne, or for other goodes, pounde for pounde, whereby the maryners may protect them in the sea. And yf it be so that they let the freight to marchauntes, suche fraunchyse as the maryner hath, oughte the marchaunt to have. This is the judgement.

Likewise, the maryners of Brytane oughte to have only one meale a day, by reason that they have drynkes goynge and comynge; and those of Normandy oughte to have two meales of the kitchen the day, because they have nothing but water, and go at the expense of the shyp. And when the shyp is at the lande of wyne, the maryners then oughte to have drynke, and this the mayster oughte to fynde for them. This is the judgement. 17.

Likewise, a shyp is at her dyscharge, the maryners wyll have theyr freight, some there are who have neither bed nor chest in the shyp, thereupon the mayster may retayne of theyr wages to take back the shyp to the place whence they toke it, yf they do not give goode security to furnysshe all the vyage. This is the judgement. 18.

Likewise the mayster of a shyp hyreth his maryners in the towne whence the shyp is, and some at stowage,[2] and others at money wages, it chaunceth that the shyp cannot finde freight to go in those parts, and it is necessary for them to go ferther, those who are hyred at stowage oughte to follow hym; but those who are at money wages the mayster ought to increase their 19.

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[1] *lekage*] Both Garcie and Cleirac have the same reading, coullaison, leakage. The reading of the ancient MSS. is "gettison."

[2] *stowage*] an allotment of space on board the ship to stow a venture on their own account.

doit croistre leurs loyers, veue par veue et cours par cours, par raison quilz les aura loues pour aller en certain lieu. Et silz vont plus pres que le lieu ou la bonnement[1] fut prins, ilz doibvent avoir tous leurs loyers, mais ilz doibvent rendre la nef la ou il la prindrent, et la mettre a laventure de Dieu. Cest le iugement.

XX. Item, il advient quune nef vient a la noble cite de Rouen[2] ou en aultre lieu, de telle cuysine comme il y aura en la nef, deux des mariniers en peuvent porter vn mest a la mer,[3] de telz mestz[4] comme ilz sont tranchez en la nef. Et tel pain comme il aura, selon de quilz pourront menger a vne fois; et du brevage riens. Et doibvent bien tost et appertement retourner, pour quoy[5] le maistre ne perde terre de la nef. Car si le maistre se perdoit et ilz eussent dommage, ilz sont tenuz lamender, ou si vn des compaignons se blesse par besoin daide, ilz sont tenuz a le faire guerir, et a lamender au dire dun des compaignons ou de son matelot, et au dict de son maistre et de ceulx de la table. Cest le iugement.

XXI. Item, vn maistre frette sa nef a vn marchant, et devise vn certain terme[6] loyaulment, dedans quant le marchant doit cherger la nef a estre preste a sen aller; le marchant ne le faict, ains tient le maistre et ses mariniers par lespace de huict iours, ou de quinze, ou de plus, aucunes fois il pert sa maison[7] et son temps par

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[1] *la bonnement*] l'abonnement, Cl.

[2] *a la noble cite de Rouen*] à Bourdeaux, Cl.

[3] *a la mer*] a terre, Cl.

[4] *de telz mestz*] omitted, Cl.

[5] *pour quoy*] affin que, Cl.

[6] *terme*] temps ou terme, Cl.

[7] *maison*] saison, Cl.

wages, view by view, and course by course, that he has hyred them to go to a certayne place; and yf they go nerer than the place where the hyring was made, they ought to have all theyr wages, but they oughte to restore the shyp thither, whence they toke it, and set it at the adventure of God. This is the judgement.

Likewise, it chaunceth that a shyp cometh to the noble city of Rouen,[1] or some other place; of such cooked food as there shall be in the shyp, two of the maryners maye beare to shore one mess of suche messes[2] as be cut in the shyp, and suche brede as there shall be after that as they may ete at one tyme, but no drynke. And they ought to return soon and openly, in order that the mayster lese not the earnest[3] of the shyp; for yf the maister lese it and have damage, they are bounde to make amendes; and yf one of theyr felowes hurt hymselfe for lacke of helpe, they are holden to hele hym, and to make amendes at the verdict of one of the felowes,[4] or of his sailor, and at the verdict of the mayster and those of the table. This is the judgement. 20.

Likewise, the mayster freights a shyp to a marchaunte, and sets a certayne terme fairly within the which the marchaunt ought to lade the shyp and be ready to go away: the marchaunt dothe it not, on the contrary he kepeth the mayster and the maryners for the space of eight dayes or fifteen dayes or more, sometime he leseth his weather[5] and his tyme by defaulte of the 21.

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[1] *the noble city of Rouen*] Cleirac adopts here the common reading of Bordeaux.

[2] *of suche messes*] These words are omitted by Cleirac. They are not found in the ancient MSS.

[3] *earnest*] Cleirac writes the word which Garcie uses as "l'erre," which may be derived from arrha, earnest.

[4] *felowes*] one of the companion-mariners, who brought on board a comrade.

[5] *his weather*] "Maison," which Garcie adopts, is probably a misreading of "mueson," which is the reading of the early Breton MSS.

le deffault du marchant; le marchant est tenu a amender au maistre. Et telle amende, comme le maistre aura faict,[1] les mariniers en doivent avoir le quart, et le maistre les trois quars, par raison qui leur treuve leurs despens. Cest le iugement.

XXII. Item, vn marchant frette vne nef et la charge, et la mect au chemin, et entre celle nef en vn port, et demeurent tant que denier leur fault;[2] lors le maistre doit envoyer bien tost en son pays pour querir de largent; mais il ne doibt mye perdre son armogan,[3] sil le faict[4] il est tenu rendre aux marchans tout le dommage quil en court.[5] Mais le maistre peult bien prendre du vin et des denrees ausdictz marchans, et en vendre pour querir son retournement.[6] Et quant ladicte nef sera venue en sa droicte descharge, les vins, que le maistre aura prins, doivent estre asseures et mys au seur,[7] que les aultres seroient venduz communement, ne a plus, ne moins. Et doibt le maistre avoir son fret des vins quil aura prins. Cest le iugement.

XXIII. ¶ Item, vn locman prent vne nef a mener a Sainct Malo ou en aultre lieu sil fault,[8] et ladicte nef sempire pour faulte[9] quil ne la sache conduyre, les marchans ayant dommage,[10] il est tenu de rendre les dommages sil a dequoy;[11] et sil na dequoy, il doit avoir la teste couppee. Et si le maistre ou aucuns des mariniers, ou

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[1] *faict*] fait au maistre, Cl.

[2] *denier leur fault*] l'argent defaut, Cl.

[3] *armogan*] armogan (c'est à dire) son temps opportune, Cl.

[4] *sil le faict*] et s'il le pert, Cl.

[5] *dommage quil en court*] dommage, cousts, et interets, qu'il encourra, Cl.

[6] *retournement*] restorement, Cl.

[7] *au seur*] au fur, Cl.

[8] *fault*] manque, Cl.

[9] *pour faulte*] par sa faute, Cl.

[10] *les marchans ayant dommage*] et par ce les marchans reçoivent dommage, Cl.

[11] *sil a dequoy*] omitted, Cl.

marchaunt, the marchaunt is bounde to make amends to the mayster. And of suche amendes as shall be made to the mayster, the maryners ought to have one fourth and the mayster three fourths, bycause he fyndeth theyr expenses. This is the judgement.

Likewise, a marchaunt freyghteth a shyp, and ladeth it, and setteth it on its waye, and the said shyp entreth a port, and tarrieth so long that money faileth them, thereupon the mayster ought to sende in haste into his countre to seek for money, but he ought not to lese his armogan;[1] yf he doth, he is holden to redresse to the marchauntes all the damages that they incur; but the mayster may well take of the wyne and the goodes of the said marchauntes, and sell of them,[2] to seek his return. And when the shyp shall be come to her ryght dyscharge, the wynes that the mayster shall have taken ought to be valued and praysed after the rate as the other shall be solde commonly, and neither more nor lesse, and the mayster ought to have his freyght of the wyne that he hath taken. This is the judgement. 22.

Likewise, a pilot[3] taketh a shyp to lede it to Saint Malo or an other place if it be necessary, and the said shyp is damaged, bycause he knoweth not to lede her; the marchauntes having damage he is bounde to redresse the damage, if he have wherwithal; and yf he have not wherwithal he ought to have his head cut off; and yf the mayster or any of the maryners or 23.

[1] *armogan*] This is probably a corrupt word, for which Cleirac suggests an interpretation.

[2] *sell of them*] The master's right to sell part of the cargo was not recognised by the Roman Law, but he might compel the merchants on board, if they had provisions as cargo, to give them up, if the crew were short of food. Dig. xiv. t. 11.

[3] *a pilot*] This article is not amongst those incorporated in the Black Book of the Admiralty, which has adopted an article of a much milder character, after the text of the ancient English MSS. Cleirac divides it into two parts, and begins the 24th article with the words, "Et si le maistre."

aucuns des marchans luy couppent la teste, il ne sont pas tenuz a paier lamendement; mais toutes fois lon doit scavoir avant ce faire, sil a dequoy amender. Cest le iugement.

XXIV. ¶ Item, vne nef guynde a sa descharge, et se mect a seiche [1] ou elle est si iolye [2] que le mariniers prennent a leur voille,[3] et la sortir devant et derriere ;[4] lors le maistre leur doit croistre leur loyer veue par veue. Et si en guindant les vins, il advient quilz laissent vne broche [5] ouverte on tonnel, que lon guinde, et ne lont mye amarree aux cordes au bout de la nef, et le tonnel defraude chet et se pert; et en cheant il tumbe sur vn autre tonnel et sont tous deux perduz; lors le maistre et les mariniers les doivent rendre aux marchans, et les marchans doivent paier le fret de deux [6] tonneaux, par raison que on leur doit paier au fru [7] des aultres, qui sont venduz. Le maistre et les mariniers doivent mettre leur guyndage [8] premierement a recouvrer leur dommage, livre a livre. Les seigneurs de la nef ne doivent rien perdre; car cest par la faulte du maistre et des mariniers de mareer [9] le tonnel. Cest le iugement.

XXV. ¶ Item, deux navires,[10] vaisseaulx, ou pinasses sont compagnons pour aller pecher [11] es rectz, comme es macquereaulx, es harens, es raix ;[12] ou bien mettre les cordes, comme es parties Dolonne, de Sainct Gilles sur Vie, et ailleurs; et doit lun desdictz vaisseaulx mettre autant dangins [13] lun comme lautre, et ainsi seront

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[1] *seiche*] sec, Cl.
[2] *si iolye*] si jolie, si commode et bien faite, Cl.
[3] *voille*] omitted, Cl.
[4] *derriere*] derriere de tous costez, Cl.
[5] *broche*] brosse, Cl.
[6] *de deux*] desdits, Cl.
[7] *fru*] fur, Cl.
[8] *leur guyndage*] leur salaire du guindage, Cl.
[9] *de mareer*] de n'avoir bien amarre, Cl.
[10] *navires*] omitted, Cl.
[11] *pecher*] à la pesche, Cl.
[12] *es raix*] omitted, Cl.
[13] *dangins*] d'engins, Cl.

any of the marchaunts cut off his head, they are not holden to pay a fine; but always it ought to be known before it is done, yf he have wherwithal to make amendes. This is the judgement.

Likewise, a shyp[1] hoyseth up at its dyscharge, and lyeth on dry ground, and she is so pleasantly placed that the maryners lower the sayle and land the cargo ahead and astern, thereupon the mayster ought to increase theyr wages view by view; and yf in hoysing the wynes it chaunceth that they leave a spigot open in a tonne that they hoyse, or have not well fastened it with ropes at the ende of the shyp, and the tonne slippeth and falleth, and is destroyed, and in falling stryketh upon another tonne, and the two are both spoilt, thereupon the mayster and the maryners oughte to redresse the marchauntes, and the marchaunte ought to paye the freyght of the two tonnes, by reason that they ought to pay at the rate of the others that are solde. The mayster and the maryners ought to set theyr hoysynge fyrst to redresse the damage pounde by pounde. The owners of the shyp ought to lese nothing, for it is by the faulte of the mayster and the maryners in fastening the tonne. And this is the judgement. 24.

Likewise, two shyps,[2] vessells, or pinnaces are partners to go and fyssh with nets, as for herynges or makerelles or rayes, or to put out ropes, as in the partes of Olonne or Saint Gilles sur Vie or elsewhere, and one of the said vessels ought to put out as many engines as the other, and so they wyll be halfe and 25.

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[1] *a shyp*] This article is not in the English MSS., but it is in the early Breton MSS. It has been transposed by Cleirac, and is number xxvii. in his book.

[2] *two shyps*] This article is an amplification of an article which is found in the old Breton versions of the Judgments of the Sea, but which is not found in any of the ancient English MSS. It is the twenty-eighth in Cleirac's version.

moictie par moictie en la gaigne par convenance faicte entre eulx. Et si le cas advient que Dieu face sa volunte dun desditz vaisseaulx, des gens, et des angins, et des aultres choses; lung [1] seschappe et vient a saulvete. Il est ainsi que les amys de celuy qui est mort [2] leur demande avoir partie en la gaigne, quilz ont faicte, tant es engins, es harens, macquereaulx, ou aultres poissons et vaissel; ilz auront leur partie en la gaigne des engins et des poissons par les sermens de ceulx, qui seront eschappez, mais ou vaissel nauront nulle chose. Cest le iugement.

XXVI. Item, vne navire fluctuans et seiglans [3] par la mer, tant en faict de marchandie que pescherie, si par fortune ou impetuosite de temps elle se rompt, brise, et perist, en quelque region et contree ou coste [4] que ce soit; et le maistre [5] et ses mariniers ou lun deulx eschappe et se saulve, ou les marchans ou marchant, le seigneur du lieu ne doit empescher la salvation du bris et marchandie de la dicte navire par ceulx qui seront eschappes, et par ceulx a qui appartiendra [6] la navire ou marchandie; mais doit ledict seigneur secourir et ayder par luy ou ses subiectz lesditz poures mariniers et marchans a saulver leurs biens sans rien prendre; sauf toute foys a remunerer les saulveurs selon Dieu, raison, et conscience, et leur estat, et selon que iustice ordonnera, combien que aucune promesse auroit este faicte esdictz saulveurs, comme dessus ay dict.[7]

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[1] *lung*] et l'autre, Cl.
[2] *les amys de celuy qui est mort*] les parents ou heritiers de ceux du bateau qui est demeuré perdu, Cl.
[3] *seiglans*] seillant, Cl.
[4] *ou coste*] omitted, Cl.
[5] *et le maistre*] omitted, Cl.
[6] *appartiendra*] apartient, Cl.
[7] *comme dessus ay dict*] comme dit est cy-dessus au jugement quatrieme, Cl.

halfe in the gayne by the covenant made between them; and yf the case chaunceth that God doeth his wyll with one of the said vessells, the crew, and the engines, and the other thynges, and the one escapes in safety. It is so that the friends of hym who is dead demands of them to have a share in the gain that they have made as regards the engines, and the herynges, and the makerelles, and other fysshe, and the vessell; they shall have theyr share in the gain of the engines and the fysshe by the other of those who shall have escaped, but in the vessell they shall have nothynge. This is the judgement.

Likewise, a shyp[1] floating and sayling on the sea, as well in matters of marchaundise as of fysherie, yf by fortune or violence of the weather it bruiseth itself, breaketh up, and peryssheth, in whatever region or countre or coast it may be, and the mayster and the maryners or one of them escapeth[2] and is saved, or the marchauntes or a marchaunte, the lorde of the place ought not to hinder the saving of the fragments and the marchaundise of the said shyp by those who shall have escaped, and by those to whom the vessell or the marchaundise belong; but the said lorde ought to succour and aid, by hymselfe and his vassals, the said poore maryners and marchauntes to save theyr goodes, withoute takynge anythynge, saveing always to remunerate the salvors after God, reason, and conscience, and their condition, and after that as justice shall ordaine, notwithstanding any promise may have been made to the said salvors as above said. 26.

[1] *a shyp*] This article is the twenty-ninth in Cleirac's version.

[2] *escapeth*] Cleirac quotes an ordinance of Henry III. of England, of A.D. 1226, which applied to the coasts of the island of Oleron, renouncing all right to wreck, where a single person escaped alive from the vessel. Spelman cites a law of Henry I. to the same effect. A similar law attributed to Henry II. will be found in the early edition of Rymer, Fœdera, tom. i. p. 12.

¶ Et qui fera le contraire, et prendra aucuns des biens desdictz pauvres nauffragans perduz et destruictz oultre leur gre et volunte, il est excomunie de leglise, et doit estre pugny comme vn larron, sil ne faict restitution en brief. Et nya coustume, ny statuz quelconques, qui puisse engarder de encourir lesdictes peines.[1] Cest le iugement.

XXVII. Item, vne navire en entrant en aucun havre ou autrement, par fortune elle se rompt, et perist, et meurent les maistres, mariniers, et marchans, les biens vont a couste, ou demourent en mer, sans avoir [2] aucune poursuyte de ceulx a qui appartient les biens, car [3] ilz nen scavent rien ; en tel cas, qui est trespiteux, le seigneur doit mettre gens pour saulver lesdictz biens, et iceulx biens doit ledict seigneur garder ou mettre en seurete. Et puis doit faire assavoir [4] es parens des deffunts submerges ladventure, et paier lesdictz saulveurs selon le travail et peine quilz auront prinse, non mye a ses despans, mais des dictes choses saulvees, et le remanant et demeurant doit ledict seigneur garder,[5] ou faire garder entierement, iusques a vn an, si plus tost ne viennent ceulx a qui appartiendront lesdictes choses. Et le bout de lan passe, ou plus, sil plaist audict seigneur attendre, il doit vendre publicquement, et au plus offrant, lesdictes choses, et de largent receu doit faire prier Dieu pour les trespassez,[6] ou marier

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[1] *peines*] peines (comme dit est au jugement vingt sixieme), Cl.
[2] *avoir*] omitted, Cl.
[3] *car*] quand, Cl.
[4] *assavoir*] à scavoir, Cl.
[5] *garder*] sauver, garder, Cl.
[6] *faire prier Dieu pour les trespassez*] distribuer aux pauvres, Cl.

And he who shall do the contrarie, and shall take any of the goodes of the said poor persons shypwrecked, lost, and ruined against theyr desire and wyll, he is excommunicated by the church,[1] and ought to be punysshed as a thief, yf he make not restitution briefly; and there is neither custume nor statute whatever that can protect them against incurring the said penalty. This is the judgement.

Likewise a shyp[2] on entering into a haven or 27.
elsewhere, by chaunce breaketh up and perysseth, and the mayster, maryners, and marchaunts dye, theyr goodes are cast on the coast, or remayne in the sea, without any pursuyte on the parte of those to whom they belong, for they know nothynge; in suche a case, the whiche is very piteouse, the lord ought to set persons to save the said goodes, and those goodes the lorde ought to guard and place safely, and afterwards he ought to make known to the relations of the dead drowned the misfortune, and paye the said salvors after the labour and pain that they shall have taken, not at his own expense, but at the expense of the thynges saved, and the residue the which remayneth the said lorde ought to guard, or have guarded entirely till a yere,[3] unless those to whom the said goodes belonge come sooner. And the ende of a yere passed or more, yf it pleaseth the said lorde to wayte, he ought to sell publicly, and to the highest offrer, the said thynges, and from the money received he ought to have prayer made to God for the dead,[4] or to marry

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[1] *by the church*] It is impossible to regard this article as embodying the decision of any maritime court, such, for instance, as the court which administered the Law Marine at Oleron.

[2] *a shyp*] This article is No. xxx. in Cleirac's version.

[3] *till a year*] This was in accordance with the Roman Law. Cod. l. xi. tit. v. Const. 2. De naufragiis.

[4] *for the dead*] This is in accordance with the Consolat de Mar, ch. ccvii. (252), which directed a fourth part of the property to be given "for the love of God, where "it may be best, for the soul of him "to whom they belonged."

pouvres filles, et faire autres oeuvres pitoyables selon raison et conscience. Et si ledict seigneur prent des choses quart ny part, il encourra la malediction de nostre mere saincte eglise, et peines susdictes, sans iamais avoir remission, sil ne faict satisfaction. Cest le iugement.

XXVIII. ¶ Item, si vne navire se pert en frappant a quelque coste, et il advient que les compaignons se cuydent eschapper, et saulver, et viennent a la rive demy noyes, pensent que aucuns leurs ayde, mais il advient que aucunes foys en beaucoup de lieux quil ya des gens inhumains, et plus cruelz et felons que les chiens et loupes enrages, lesquelz meurtrissent et tuent les pouvres patiens, pour avoir leur argent, ou vestemens et autres biens.

¶ Itelles manieres de gens doit prendre le seigneur du lieu, et en faire iustice et punition, tant en leurs corps que en leurs biens; et doivent estre mis en la mer, et plonger tant que soient demys mors, et puys les tirer[1] dehors et les lappider et assommer, comme on fer o it vnchien ou loup.[2] Et tel est le iugement.

XXIX. ¶ Item, vne navire vient en aucun lieu, et veulx entrer en port ou en havre, et elle met enseigne pour avoir vn pillote ou vn bateau pour la touer dedans,[3] parce que le vent ou maree est contraire, il advient que ceulx, qui vont pour amener ladicte navire, ont faict marche pour le pillotage ou touage; mais parce que en aucuns lieux la mausdicte et damnable[4] coustume court sans raison, que des navires qui se perdent le seigneur du lieu en prent le tiers ou quart, et les

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[1] *tirer*] retirer, Cl.

[2] *un chien ou loup*] les loups ou les chiens enragez, Cl.

[3] *dedans*] omitted, Cl.

[4] *mausdicte et damnable*] omitted, Cl.

poor maydes,[1] or to do other workes of mercy after reason and conscience. And yf the said lorde taketh of the thynges a fourth[2] or other part, he shall incur the malediction of our mother Holy Church, and the penalties above said withoute ever having remission if he make not satisfaction. This is the judgement.

Likewise, yf a shyp[3] is lost in strykyng against any coast, and chaunceth that the crew imagine to escape and save themselves, and come to the bank halfe drowned, thinking that some one wyll ayde them, but it chaunceth that sometyme in many places there are inhuman felons, more cruel than dogs or wolves enraged, the whiche murder and slaye the poor sufferers, to obtain theyr money, or clothes, or other goodes; suche manner of people the lorde of the place ought to seize and inflict on them justice and punishment, both as regards their persons and their goodes, and they ought to be cast into the sea and plunged in it, until they are halfe dead, and then they ought to be dragged out, and stoned and massacred, as would be done to a dog or a wolfe. And this is the judgement. 28.

Likewise, a shyp[4] cometh to any place, and wuld entre into a port or haven, and it sets an ensign to have either a pilot or a boat to towe it within, bycause the wind or the tyde is contrarie, it chaunceth that those who go to bring in the said shyp have made a bargain for the pilotage or towage, but because in some places the accursed and damnable custom runs withoute reason, that of the shyps that are lost the lorde of the place taketh a thyrde or a fourthe, and the salvors 29.

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[1] *poor maydes*] This is a provision for which no known law affords a precedent.

[2] *a fourth*] The Consolat de Mar allowed the authority, which took cognisance of the salvage, to reserve one fourth for its own uses.

[3] *yf a shyp*] This is the thirty-first article in Cleirac's edition.

[4] *a shyp*] This is the thirty-fifth article in Cleirac's series.

saulveurs vn aultre tiers ou quart, et le demourant es maistres et marchans. Ces choses considerees, et pour estre aucunes foys en la bonne grace du seigneur, et aussi pour avoir aucunes des biens de ladicte navire, comme villains, traistres, et desloyaulx, menent ladicte navire sus les pierres[1] tout a leurs escient et de leurs certaines malices, et la font perdre ladicte navire et marchandise, et feignent a secourir les povres gens, ilz sont les premiers a despecer et rompre la navire et emporter la marchandise, qui est vne chose contre Dieu et raison. Et pour estre les biens venuz en la maison du seigneur, ilz courent dire et annoncer la povre adventure et perte[3] des marchans; et ainsi vient ledict seigneur avecques ses gens, et prent sa part des biens adventurez, les saulveurs lautre part, et le remenant demeure es marchans; mais veu que cest contre le commandement de Dieu omnipotent, nonobstant aucune coustume ou ordonnance, il est dict et sententie, que le seigneur, les saulveurs, et aultres qui prendront aucunes choses desdictz biens, seront mauldictz et excommuniez et punis comme larrons comme dict est dessus.[4] Cest le iugement.

XXX. ¶ Mais des faulx et desloyaulx traistres pillotes le iugement est tel, quilz doibvent souffrir martyre cruellement; et doit lon faire des gibbetz bien hault sur le lieu propre, ou ilz ont mis ladicte navire, ou bien pres de la, et illecques doivent les mauldictz pillotes

[1] *sus les pierres*] omitted, Cl.
[2] *ilz sont*] cependant ilz sont, Cl.
[3] *et perte*] omitted, Cl.
[4] *comme dict est dessus*] omitted, Cl.

another thyrde or fourthe,[1] and the residue the mayster and the marchaunt. These thynges considered, and to be sometymes in the goode grace of the lorde, and also to have some of the goodes of the said shyp, like disloyal villains and traitors they guide the said shyp on to the rocks wittingly to their knowledge, and of certayne malice, and cause the said shyp and the marchaundise to be lost, and feign to succour the poore people, and they are the first to pull to pieces and break up the shyp, and carry off the marchandise, the which is a thynge contrarie to God and reason. And to be welcome in the house of the lorde, they run to tell and announce the poor disaster and loss of the marchaunts, and so cometh the lorde with his people, and takes his part of the goodes adventured, and the salvors the other part, and the residue awaytes the marchaunts. But seeing that this is contrarie to the commandment of God omnipotent, notwithstanding any custum or ordeynance it is said and decreed,[2] that the lorde, the salvors, and the otheres who shall take any thynge of the said goodes, shall be accursed and excommunicated and punysshed as robbers as is above said. This is the judgement.

But of false[3] and dysloyal traitrous pilots the judgement is suche, that they oughte to suffre martyrdom cruelly; and there ought to be made gibbets very high upon the very spot wher they set the said shyp, or well near it, and thereon the accursed pilotes ought 30.

[1] *or fourthe*] This may refer to a practice, which had grown up since the exercise of the absolute right to all wreck on the part of the lord of the coast (Droit de Bris) had been commuted for a payment for pilotage (Brefs de Conduit), and other payments, and the pilots were nevertheless in collusion sometimes with the lord to run the vessels on the rocks.

[2] *decreed*] This is the substance of a decree of the Lateran Council of A.D. 1179.

[3] *But of false*] This article is the concluding part of the twenty-fifth article in Cleirac's series.

finir honteusement leurs iours; et lon doit laisser lesdictz gibbetz estre sus ledict lieu en memoire perpetuelle, et pour faire ballise est aultres navires qui la viendront. Ces le iugement.

XXXI. ¶ Item, si ledict seigneur estoit si felon et si cruel, quil souffriroit telles manieres de gens, et les soustiendroit,[1] et seroit[2] participant en leure malices pour avoir les nauffrages; lors ledict seigneur doit estre prins, et tous ses biens venduz, et confisques en oeuvres pitoyables pour faire restitution a qui appartiendra; et doit estre lye a vne esteppe en meilleu de sa maison, et puys on doit mettre le feu es quatre cornieres de sa maison, et faire tout brusler, et les pierres des murailles getter par terre; et la faire la place,[3] et le marche pour vendre leurs pourceaulx a iamais perpetuellement. Cest le iugement.

XXXII. ¶ Item, si vne navire estant sur la mer, ou a lancre en quelque radde, et par grande tourmente quelle endure il convient faire get pour alleger ladicte navire, et son gecte plusieurs biens hors pour soy saulver.

¶ Sache que ces biens ainsi gettes hors sont a celluy qui premier les pourra occuper et emporter; mais il est a entendre et scavoir que[4] les marchans, ou maistres et mariniers, ayans gette lesdictes choses sans avoir esperance ne volunte de iamais les recouvrer, et laissent comme choses perdues et delaissees deulx sans iamais en faire poursuyte, et ainsi le premier occupant est seigneur desdictes choses. Cest le iugement.

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[1] *et les soustiendroit*] et soustint, Cl.

[2] *et seroit*] ou fut, Cl.

[3] *la place*] la place publique, Cl.

[4] *scavoir que*] sçavoir si, Cl.

to finish shamefully theyr dayes, and the said gibbets oughte to be left on the said spot in perpetual memorie, and to serve as a landmark to other vessels that shall come there. This is the judgement.

Likewise if the said lorde[1] were so felon and so cruel, that he suffered suche manners of people and supported them, and shulde be partakynge in theyr malyce to cause shypwrecks, thereupon the sayd lorde oughte to be seized, and all his goodes solde and confiscated to workes of mercie, to make restitution to those to whom it may belong; and he ought to be bounde to a stake in the middle of his house, and then fire oughte to be set to the four corners of the house, and it shulde all be burnt, and the stones of the walls cast down to the grounde, and the place made a market to sell swine for ever perpetually.[2] This is the judgement. 31.

Likewise yf a shyp[3] beeing on the sea, or at ankre in a rode, and from the great tempest which it undergoes, it is necessary to make jetison to lighten the said shyp, and they cast over many goodes out of it to save it; know, that the goodes so cast over are for hym that fyrste occupies and carries them off; but it is to be ascertained and known that the marchaunts or maysters and maryners have cast over the said thynges withoute having hope or intention of ever recoverynge[4] them, and leaving them as thynges lost and abandoned by them withoute ever makynge search after them, and thus the fyrst occupant is owner of the said thynges. This is the judgement. 32.

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1 *if the said lorde*] This article is the twenty-sixth of Cleirac's series.

2 *perpetually*] There is no trace to be found in the legislation or in the judicial decisions which marked the decay of the feudal system, of any such penalty being inflicted on the lord.

3 *yf a shyp*] The number of this article coincides with the number in Cleirac's series.

4 *recoverynge*] The legal quality of derelict was recognised by the Roman Law. Dig. l. xlvii. tit. ii. De Furtis.

XXXIII. ¶ Item, vne navire a faict gect de plusieurs marchandises, il est a presumer que ladicte marchandise est en coffres, lesquelz coffres sont fermes et boucles,[1] ou bien des livres lesquelz seroient bien fermes,[2] et envelloppes de paour quilz nendommageassent en la mer, lor celuy qui a faict ledict gect a encores intention, vouloir, et esperance[3] de recouvrir lesdictes choses, et parce ceulx qui trouveront ces choses sont tenuz a restitution a celuy qui en sera[4] la poursuytte, ou bien en faire des aulmosnes pour Dieu, iouxte le conseil dun saige homme et discret et selon conscience. Cest le iugement.

XXXIV. ¶ Item, si aucun trouve en la mer, ou a larenne ou rive[5] de la mer, ou fleuve et riviere, aucune chose laquelle iamais ne fut a quelque personne, scavoir est, comme pierres precieuses, poissons, et herbes marines, que lon appelle Gaismon,[6] cela appartient a celuy qui premier le trouve et emporte.[7] Cest le iugement.

XXXV. ¶ Item, touchant les poissons gros et ayant lart,[8] qui viennent et sont trouvez mors[9] a la rive de la mer, il fault avoir esgard a la coustume du pays. Car le seigneur doit avoir partie au desir de la coustume, la raison

[1] *boucles*] bouchez, Cl.
[2] *fermes*] bouclez, Cl.
[3] *et esperance*] omitted, Cl.
[4] *en sera*] en faira, Cl.
[5] *ou rive*] du rivage, Cl.
[6] *Gaismon*] Gaymon, Cl.
[7] *premier le trouve et emporte*] l'aura premièrement trouvé, Cl.
[8] *les poissons gros et ayant lart*] le gros poissons à lart, Cl.
[9] *mors*] omitted, Cl.

Likewise, a shyp has made jetison[1] of several mar- 33.
chaundises, it is to be assumed that the said marchaundises are in chests, the whiche chests are closed and fastened, or indeed of bookes[2] that are well closed and wrapped up for fear of theyr being damaged by the sea, while he who has made the jetison has still the intention, wyll, and hope of recovering the said thynges, wherfore those who shall fynde these thynges, are bounde to restore them to hym who shall pursue them, or to make almes of them to God after the counsel of a wise and discrete man, and after theyr conscience. This is the judgement.

Likewise, yf any one fynde[3] in the sea, or on the 34.
sande or bank of the sea, or of an estuary, or of a river, any thynge the whiche never belonged to any person, that is to wyte as precious stones, fysshe, and marine herbs, that are called Gaismon,[4] this belongs to hym who fyrste fyndes and carries it off. This is the judgement.

Likewise, touching great fysshe[5] having fat, that 35.
comme and are founde dead on the bank of the sea, regard must be had to the custume of the contre; for the lorde oughte to have parte at his desire by the cus-

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[1] *jetison*] This article is also numbered xxxiii. in Cleirac's edition.

[2] *bookes*] The word "livres" is the reading in Garcie's and in Cleirac's edition. It is probable that printed books are here meant, and as printing with types was only invented in the fifteenth century, it is evident that this article does not belong to the period when the ancient Judgments of the Sea were drawn up.

[3] *fynde*] This article is also numbered xxxiv. by Cleirac.

[4] *Gaismon*] This word is probably from a Breton source. Mr. Pardessus says that goémon is the Breton word for the marine herbs, which are called "varech" in Normandy, and "sart" on the coasts of Angoulême and Poitou.

[5] *great fysshe*] This is the thirty-seventh article in Cleirac's series.

est bonne, car le subiect doit avoir obeissance et tribut a son seigneur. Cest le iugement.

XXXVI. Item, le seigneur doit prendre et avoir sa part desdictz poissons ou lart, et non en aultre poisson, reserve toutesfoys la bonne coustume dudict pays sus le lieu ou ledict poisson aura este trouve. Et celuy qui la trouve nest tenu sinon de la saulver, et mettre hors de dangier de la mer, et incontinent le faire assavoir audict seigneur, en le sommant, et requerant quil vienne, ou envoye querir le droict a luy appartenant audict poisson. Cest le iugement.

XXXVII. Item, si ledict seigneur veult et aussi sil est de coustume, il pourra faire apporter et amener a iceluy qui a trouve ledict poisson au lieu et a la place publicque, la ou on tient le marche et halle, et non ailleurs. Et la doit estre ledict poisson et mys a pris par ledict seigneur ou linventeur[1] selon la coustume. Et le pris faict, celuy qui naura faict le pris aura son election de prendre ou de laisser. Et si lun deulx par fas[2] ou nefas faict perdre a lautre la valeur dun denier, il est tenu a restituer. Cest le iugement.

XXXVIII. ¶ Item, si les cousts et fraiz de lamenage dudit poisson iusques a ladicte place seroient de plus grant somme, que ne vauldroit le poisson, lors ledict seigneur est tenu de prendre sa part sus le lieu. Cest le iugement.

---

[1] *ou linventeur*] ou son lieutenant, Cl.

[2] *par fas*] per fas, Cl.

tume, and the reason is goode, for the vassal[1] oughte to pay obedience and tribute to his lorde. This is the judgement.

Likewise, the lorde[2] oughte to take and have his parte of the said fysshe or fat, and not in other fysshe, reserving alwaies the goode custume of the said contre in the place wher the said fysshe shall have been founde. And he who fyndes it is not bounde except to save it and place it out of danger of the sea, and forthwith to make it known to the lorde, in summoning and requiring hym that he comme or sende to clayme the ryght belonging to hym in the said fysshe. This is the judgement. 36.

Likewise, yf the said lorde wyll, and also yf it be the custume,[3] he may cause the person who has found the said fysshe to bring and carry it to the place and the public square, where the market or halle is kept, and not elswhere. And there the fysshe ought to be brought, and be praysed by the said lorde or the fynder, after the custume,[4] and the price having been fixed, he who has not fixed the price shall have his election to take or leave it; and if one of them by ryght or by wronge causes the other to lese the value of a pennie, he is holden to restore it. This is the judgement. 37.

Likewise, yf the costs[5] and expenses of the carriage of the said fysshe, as far as the said place, shuld be of a greater amount than the fysshe were worthe, then the lorde is bounde to take his part on the spot. This is the judgement. 38.

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[1] *the vassal*] This sounds like a custom which goes back to feudal times.

[2] *the lorde*] This is the thirty-eighth article in Cleirac's series.

[3] *the custume*] This is the thirty-ninth article in Cleirac's series.

[4] *the custume*] Garcie had probably in view the customs of Brittany and of Normandy, under which whales were the perquisites of the lords of the coasts.

[5] *costs*] This is the fortieth article in Cleirac's edition.

XXXIX. ¶ Item, esdictz fraiz et mises ledict seigneur doit escotter.[1] Car ne doit pas enrichir de la perte et domage daultruy, aultrement il peche. Cest le iugement.

XL. ¶ Item, si dadventure ledict poisson trouve est desrobe ou perdu par quelque fortune, empres que ledit seigneur la visite, ou avant, celuy qui la trouve nest en rien tenu. Cest le iugement.

XLI. ¶ Item, en toutes aultres choses trouvees a la coste de la mer, lesquelles aultreffois out este possedees par creatures,[2] comme vin, huille, et aultres et marchandises, et combien quelles auroient este iectees et delaissees des marchans, et quelles devroient estre au premier occupant, touteffois la coustume du pays doit estre gardee comme des poissons. Mais sil ya presumption que ces choses soient daucun navire, qui soit pery, rompu, et sumerge, lors le seigneur, ny linventeur, ne doivent rien prendre pour le retenir, mais doivent faire comme devant est dict, savoir est en faire prier Dieu pour les trespassez[3] et autres biens spirituelz. Ou aultrement ilz encouront les maledictions precedentes.[4] Cest le iugement.

XLII. ¶ Item, aucun navire trouve en mer vn poisson a lart, il est totallement a ceulx qui le trouvent, sil na poursuyte, et nul seigneur ny doit avoir ny prendre part, combien quon lapporte en sa terre. Cest le iugement.

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[1] *escotter*] s'écotier, Cl.

[2] *par creatures*] omitted, Cl.

[3] *en faire prier Dieu pour les trespassez*] du bien aux pauvres necessiteux, Cl.

[4] *les maledictiones precedentes*] le jugement de Dieu, Cl.

Likewise the said lord ought to scot[1] the said costes and expenses, for he ought not to enrich hymselfe upon the losse and damage of others, otherwise he synnes. This is the judgement. 39.

Likewise, yf by chaunce[2] the said fysshe is carried off or lost by some accident after the said lorde has visited it or before, he who has founde it is not holden to any thynge. This is the judgement. 40.

Likewise, in all other thynges[3] founde on the coasts of the sea, the whiche have been formerly possessed by creatures, suche as wyne, oyl, and other marchaundises, and notwithstanding they shuld have been cast over and abandoned by the marchaunts, and they oughte to belong to the fyrste occupant, yet the custume of the contre ought to be observed as in the case of fysshe. But if there be a presumption that these thynges are from some shyp that has perysshed, is broken up and sunk, then neither the lorde nor the fynder ought to take any thynge to keep it, but they ought to do as is abovesaid, that is to wyte, cause prayers to be made to God for the dead,[4] and other spiritual goode workes. Or otherwyse they incur the maledictions precedent. This is the judgement. 41.

Likewise, yf any shyp[5] fynde at sea a fysshe of fat, it is altogether for those who fynde it, yf there be no chase of it, and no lord ought to have a part of it, in whatever waye it be brought on to his land. This is the judgement. 42.

[1] *scot*] This is the forty-first article in Cleirac's edition, in which "s'ecotier" is written for "escotter." The latter word was probably introduced by the Northmen into Normandy, in like manner as it was introduced by the Saxons into England.

[2] *by chaunce*] Cleirac numbers this as the forty-first article.

[3] *thynges*] This is the forty-second article in Cleirac's edition.

[4] *the dead*] Cleirac has modified this in accordance with the change made by him in Art. xxvii. of Cleirac's series.

[5] *any shyp*] This is the forty-fourth article in Cleirac.

XLIII. ¶ Item, si aucun va cherchant le long de la coste de la mer pour trouver[1] or, ou argent, et il en trouve, il doibt tout rendre sans rien prendre. Cest le iugement.

XLIV. ¶ Item, si aucun en allant le long de la rive de la mer pour pescher ou autrement et il advient quil trouve or, ou argent, il est tenu a restitution; mais il se peult payer de sa iournee, ou bien sil est povre, il peut retenir pour luy, voyre sil ne scait a qui le rendre, il doit faire assavoir en lieu ou il a trouve ledict argent, et es lieux circonvoisins et prochains, encores doit il prendre conseil de son prelat, de son cure, ou de son confesseur,[2] lesquelz doivent bien regarder et considerer lindigence et pauvrete de cil qui aura trouve ledict argent, et la quantite dudict argent, et luy conseiller selon Dieu et conscience. Cest le iugement.

XLV. ¶ Item, si vne nef par force de temps est contrainete de coupper ses cables ou filletz par bout, et laisse cables et ancres, et faire la vie et gre[3] du vent; ses ancres et cables ne doivent estre perduz a ladict nef, sil y avoit horyn ou bonneau. Et ceulx qui les peschent sont tenuz de les rendre, silz scavent a qui.[4] Mais il doivent estre payes de leurs peines selon lesgard de iustice. Mais parce quon ne scait a qui les rendre, le seigneur y prent sa part comme les saulveurs, et nen

[1] *pour trouver*] pour pescher ou trouver, Cl.

[2] *de son prelat, de son cure, ou de son confesseur*] de ses superieurs, Cl.

[3] *et faire la vie et gre*] et s'en va au gre, Cl.

[4] *a qui*] a qui ils sont, Cl.

[5] *mais parce quon ne scait*] et s'ils ne sçavent, Cl.

Likewise, yf any one goes searching[1] along the coast of the seas to fynde golde or silver, and fyndes some, he ought to render it all withoute takynge anythynge. This is the judgement. 43.

Likewise, yf any one in goinge[2] along the bank of the sea to fysshe or otherwise, and it chaunceth that he fynde golde or silver, he is bounde to make restitution; but he may pay hymselfe for his journey, or yf he be poore he may retain it for hymselfe, although, yf he knows not to whom to restore it, he ought to make it known in the place where he founde the said silver, and in the neighbouring and surrounding places; still further he ought to take counsel of his prelate, or of his curé, or of his confessor, who ought well to regard and consider the indigence and povertie of hym who shall have founde the silver, and the quantitie of the said silver, and give him advice according to God and his conscience. This is the judgment. 44.

Likewise, yf a shyp by stresse of wether[3] is constrayned to cut her cables or hausers by the end, and leveth cables and ankres, and runneth to sea at the pleasure of the wind, her ankers and cables ought not to be lost to the said shyp, yf there be a buoy or float to them, and those who fysshe them up are holden to restore them yf they knowe to whom. But they ought to be payed for theyr paines after the award of justice. But bycause sometyme they do not know to whom to restore them, the lord takes his share in them as the salvors theyrs, and they do not cause 45.

[1] *searching*] This article is the thirty-fifth in Cleirac's series.

[2] *goinge*] This is the thirty-sixth article in Cleirac's series.

[3] *stresse of wether*] Cleirac adopts here and to the end the same arrangement which Garcie has adopted, and the same system of numbering the articles.

font dire Pater Noster ny Ave Maria,[1] a quoy ilz ne sont tenuz. Et parce il a este ordonne que vn chascun maistre de navire aye a mettre et faire engraver dessus les horyns et bonneaux de sa navire son nom, ou de ladict navire, et du port et havre dont il est. Et cela engardera de damner beaucoup dames ;[2] et sera[3] grant proffit a plusieurs. Car tel a laisse son ancre au matin, qui se pourra recouvrer au soir. Et ceulx qui le retiendront seront larrons et pirates. Cest le iugement.

XLVI. ¶ Item, generallement si aucune nef par cas daucune fortune se rompt et pert, tant le bris que les aultres biens de ladicte nef doivent estre reservez et gardez a ceulx a qui ilz appartenoient avant le nauffrage, cessant toute coustume contraire. Et tous participans, prenans, et consentans oudict naurage, silz sont evesques, ou prelatz, ou clercs, ilz doivent estre deposez de leurs offices et privez de leurs benefices ; et silz sont layz,[4] ilz encouront les peines susdictes.

XLVII. ¶ Item, les choses precedentes se doibvent entendre, si ladite nef ne excercoit le mestier de pillerie, que les gens dicelles ne fussent point pyrates, ou escumeurs de mer, ou bien ennemis de nostre saincte foy catholicque. Car a lors silz sont pyrates, pilleurs, ou escumeurs de mer, ou Turcs, et autres contraires, et ennemys

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[1] *et nen font dire Pater Noster ny Ave Maria*] n'en font pointe faire raison, Cl.

[2] *de dampner beaucoup dames*] beaucoup de dommages, Cl.

[3] *et sera*] il faira, Cl.

[4] *layz*] laies, Cl.

to be said a Pater Noster nor an Ave Maria[1] as they ought. And for this reason it has been ordayned,[2] that every mayster of a shyp ought to set and have engraved upon the buoys and floats of his shyp the name of his said shyp, and of the port or haven from the whiche it is. And this wyll prevent many souls being damned, and will be a great gayn to several, for a person leves his ankre in the morning, who wyll be able to recover it at night. And those who shall retayn them shall be robbers and pirates. This is the judgement.

Likewise, generally yf any shyp by any casualty or misfortune is broken up and lost, the timbers of the said shyp, as well as the other goodes, ought to be reserved and kept for those to whom they belonged before the shypwreck, notwithstanding any custume to the contrarie. And all persons partaking in seizing and consenting to the said shypwreck, yf they are bishopes or prelates, or clerks,[3] they ought to be deposed from theyr offices and deprived of theyr benefices; and yf they are lay persons, they incur the penalties aforesaid. 46.

Likewise, the thynges preceding ought to be understood yf the said shyp was not engaged in the practice of pillage, that the crew of her were not pirates or sea-rovers, or enemies of our Holy Catholic Faith. For in that case yf they be pirates, pillagers, or sea-rovers, or Turks, or others opposed to and enemies of our Holy 47.

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[1] *Ave Maria*] Cleirac follows Garcie in this provision, and so far is inconsistent with himself as regards the alterations previously made by him in Articles xxvii. and xli. of Garcie's series, in which he has substituted "alms for the poor" in the place of "prayers for the "dead."

[2] *ordayned*] No early ordinance to this effect has been handed down to the present time.

[3] *clerks*] "By their counsel," is probably intended here, not by any overt act on their part.

de nostre dicte saincte foy catholicque,[1] chascun peult prendre sur telles manieres de gens comme sus chiens,[2] et peult lon les desrober et spolier de leurs biens sans pugnition.[3] Cest le iugement.

¶ Ces choses precedentes sont extraictes du tresutille et proffitable Roolle Doloyron, par ledict Pierre Garcie alias Ferrande.

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[1] *car a lors silz sont pyrates, pilleurs, ou escumeurs de mer, ou Turcs et autres contraires et ennemys de nostre dicte saincte foy catholicque*] omitted, Cl.

[2] *comme sus chiens*] omitted, Cl.

[3] *sans pugnition*] omitted, Cl.

Catholic Faith,[8] every one may take from suche manner of men as from dogs, and may strip them and despoil them of theyr goodes without any punishment. This is the judgement.

The preceding thynges are extracted from the very useful and profitable Roll of Olayron by the said Pierre Garcie alias Ferrande.

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[1] *Holy Catholic Faith*] This savours of the hand of an ecclesiastic; on the other side it may be observed that the hand which drew up the previous article does not spare the clergy.

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Vol. I.—1557–1696.	Vol. II.—1697–1702.

The above Papers connected with the affairs of the Treasury comprise petitions, reports, and other documents relating to services rendered to the State, grants of money and pensions, appointments to offices, remissions of fines and duties, &c. They illustrate civil and military events, finance, the administration in Ireland and the Colonies, &c., and afford information nowhere else recorded.

CALENDAR OF THE CAREW PAPERS, preserved in the Lambeth Library. *Edited by* J. S. BREWER, M.A., Professor of English Literature, King's College, London; and WILLIAM BULLEN, Esq. 1867–1871.

Vol. I.—1515–1574.	Vol. IV.—1601–1603.
Vol. II.—1575–1588.	Vol. V.—Book of Howth; Miscellaneous.
Vol. III.—1589–1600.	

The Carew Papers relating to Ireland, deposited in the Lambeth Library, are unique, and of great importance. The Calendar cannot fail to be welcome to all students of Irish history. Another volume is in the press.

CALENDAR OF LETTERS, DESPATCHES, AND STATE PAPERS, relating to the Negotiations between England and Spain, preserved in the Archives at Simancas, and elsewhere. *Edited by* G. A. BERGENROTH. 1862–1868.

Vol. I.—Hen. VII.—1485–1509.
Vol. II.—Hen. VIII.—1509–1525.
Supplement to Vol. I. and Vol. II.

Mr. Bergenroth was engaged in compiling a Calendar of the Papers relating to England preserved in the archives of Simancas in Spain, and the corresponding portion removed from Simancas to Paris. Mr. Bergenroth also visited Madrid, and examined the Papers there, bearing on the reign of Henry VIII. The first volume contains the Spanish Papers of the reign of Henry VII.; the second volume, those of the first portion of the reign of Henry VIII. The

Supplement contains new information relating to the private life of Queen Katharine of England; and to the projected marriage of Henry VII. with Queen Juana, widow of King Philip of Castile, and mother of the Emperor Charles V.

CALENDAR OF LETTERS, DESPATCHES, AND STATE PAPERS, relating to the Negotiations between England and Spain, preserved in the Archives at Simancas, and elsewhere. *Edited by* DON PASCUAL DE GAYANGOS. 1873.

Vol. III., Part 1.—Hen. VIII.—1525–1526.

Upon the death of Mr. Bergenroth, Don Pascual de Gayangos was appointed to continue the Calendar of the Spanish State Papers. He has pursued a similar plan to that of his predecessor, but has been able to add much valuable matter from Brussels and Vienna, with which Mr. Bergenroth was unacquainted.

CALENDAR OF STATE PAPERS AND MANUSCRIPTS, relating to ENGLISH AFFAIRS, preserved in the Archives of Venice, &c. *Edited by* RAWDON BROWN, Esq. 1864–1873.

Vol. I.—1202–1509.
Vol. II.—1509–1519.
Vol. III.—1520–1526.
Vol. IV.—1527–1533.
Vol. V.—1534–1554.

Mr. Rawdon Brown's researches have brought to light a number of valuable documents relating to various periods of English history; his contributions to historical literature are of the most interesting and important character.

SYLLABUS, IN ENGLISH, OF RYMER'S FŒDERA. *By* Sir THOMAS DUFFUS HARDY, D.C.L., Deputy Keeper of the Public Records. Vol. I.—Will. I.–Edw. III.; 1066–1377. Vol. II., Ric. II.–Chas. II.; 1377–1654. 1869–1873.

The "Fœdera," or "Rymer's Fœdera," is a collection of miscellaneous documents illustrative of the History of Great Britain and Ireland, from the Norman Conquest to the reign of Charles II. Several editions of the "Fœdera" have been published, and the present Syllabus was undertaken to make the contents of this great National Work more generally known.

REPORT OF THE DEPUTY KEEPER OF THE PUBLIC RECORDS AND THE REV. J. S. BREWER TO THE MASTER OF THE ROLLS, upon the Carte and Carew Papers in the Bodleian and Lambeth Libraries. 1864. *Price* 2*s*. 6*d*.

REPORT OF THE DEPUTY KEEPER OF THE PUBLIC RECORDS TO THE MASTER OF THE ROLLS, upon the Documents in the Archives and Public Libraries of Venice. 1866. *Price* 2*s*. 6*d*.

In the Press.

CALENDAR OF STATE PAPERS relating to IRELAND, OF THE REIGN OF ELIZABETH, preserved in Her Majesty's Public Record Office. *Edited by* HANS CLAUDE HAMILTON, Esq., F.S.A. Vol. III.—1586, &c.

CALENDAR OF THE CAREW PAPERS, preserved in the Lambeth Library. *Edited by* J. S. BREWER, M.A., Professor of English Literature, King's College, London; and WILLIAM BULLEN, Esq. Vol. VI.—1603–1624.

CALENDAR OF STATE PAPERS, DOMESTIC SERIES, OF THE REIGN OF CHARLES I., preserved in Her Majesty's Public Record Office. *Edited by* WILLIAM DOUGLAS HAMILTON, Esq., F.S.A. Vol. XIV.—1639.

CALENDAR OF STATE PAPERS relating to IRELAND, OF THE REIGN OF JAMES I., preserved in Her Majesty's Public Record Office, and elsewhere. *Edited by the* Rev. C. W. RUSSELL, D.D., and JOHN P. PRENDERGAST, Esq., Barrister-at-Law. Vol. II.—1606, &c.

CALENDAR OF LETTERS AND PAPERS, FOREIGN AND DOMESTIC, OF THE REIGN OF HENRY VIII., preserved in Her Majesty's Public Record Office, the British Museum, &c. *Edited by* J. S. BREWER, M.A., Professor of English Literature, King's College, London. Vol. IV., Part 3.—1529, &c.

SYLLABUS, IN ENGLISH, OF RYMER'S FŒDERA. *By* Sir THOMAS DUFFUS HARDY, D.C.L., Deputy Keeper of the Public Records. Vol. III.—Appendix and Index.

CALENDAR OF TREASURY PAPERS, preserved in Her Majesty's Public Record Office. *Edited by* JOSEPH REDINGTON, Esq. Vol. III.—1702–1706.

CALENDAR OF STATE PAPERS AND MANUSCRIPTS, relating to ENGLISH AFFAIRS, preserved in the Archives of Venice, &c. *Edited by* RAWDON BROWN, Esq. Vol. VI.—1555, &c.

CALENDAR OF STATE PAPERS, FOREIGN SERIES, OF THE REIGN OF ELIZABETH, preserved in Her Majesty's Public Record Office. *Edited by* ALLAN JAMES CROSBY, Esq., B.A., Barrister-at-Law. Vol. IX.—1569–1571.

In Progress.

CALENDAR OF STATE PAPERS, COLONIAL SERIES, preserved in Her Majesty's Public Record Office, and elsewhere. *Edited by* W. NOEL SAINSBURY, Esq. Vol. IV.—East Indies, China, and Japan, 1622, &c. Vol. V.—America and West Indies, 1661, &c.

CALENDAR OF STATE PAPERS, DOMESTIC SERIES, DURING THE COMMONWEALTH, preserved in Her Majesty's Public Record Office. *Edited by* MARY ANNE EVERETT GREEN.

CALENDAR OF STATE PAPERS, DOMESTIC SERIES, OF THE REIGN OF GEORGE III., &c., preserved in Her Majesty's Public Record Office. *Edited by* JOSEPH REDINGTON, Esq. (1760–1800), and JOHN RINGWOOD ATKINS, Esq. (1801–1829).

CALENDAR OF DOCUMENTS relating to IRELAND, excerpted from the Records preserved in Her Majesty's Public Record Office; to the end of the Reign of HENRY VII. *Edited by* HENRY SAVAGE SWEETMAN, Esq., A.B., Trinity College, Dublin, Barrister-at-Law (Ireland).

CALENDAR OF LETTERS, DESPATCHES, AND STATE PAPERS, relating to the Negotiations between England and Spain, preserved in the Archives at Simancas, and elsewhere. *Edited by* DON PASCUAL DE GAYANGOS. Vol. III., Part 2.—Hen. VIII.

CALENDAR OF STATE PAPERS, FOREIGN SERIES, OF THE REIGN OF ELIZABETH, preserved in Her Majesty's Public Record Office. *Edited by* ALLAN JAMES CROSBY, Esq., B.A., Barrister-at-Law. Vol. X.—1572, &c.

THE CHRONICLES AND MEMORIALS OF GREAT BRITAIN AND IRELAND DURING THE MIDDLE AGES.

[ROYAL 8vo., half-bound. *Price* 10*s*. each Volume or Part.]

On 25 July 1822, the House of Commons presented an address to the Crown, stating that the editions of the works of our ancient historians were inconvenient and defective; that many of their writings still remained in manuscript, and, in some cases, in a single copy only. They added, "that an "uniform and convenient edition of the whole, published under His Majesty's "royal sanction, would be an undertaking honourable to His Majesty's reign, "and conducive to the advancement of historical and constitutional know- "ledge; that the House therefore humbly besought His Majesty, that He "would be graciously pleased to give such directions as His Majesty, in His "wisdom, might think fit, for the publication of a complete edition of the "ancient historians of this realm, and assured His Majesty that whatever "expense might be necessary for this purpose would be made good."

The Master of the Rolls, being very desirous that effect should be given to the resolution of the House of Commons, submitted to Her Majesty's Treasury in 1857 a plan for the publication of the ancient chronicles and memorials of the United Kingdom, and it was adopted accordingly. In selecting these works, it was considered right, in the first instance, to give preference to those of which the manuscripts were unique, or the materials of which would help to fill up blanks in English history for which no satisfactory and authentic information hitherto existed in any accessible form. One great object the Master of the Rolls had in view was to form a *corpus historicum* within reasonable limits, and which should be as complete as possible. In a subject of so vast a range, it was important that the historical student should be able to select such volumes as conformed with his own peculiar tastes and studies, and not be put to the expense of purchasing the whole collection; an inconvenience inseparable from any other plan than that which has been in this instance adopted.

Of the Chronicles and Memorials, the following volumes have been published. They embrace the period from the earliest time of British history down to the end of the reign of Henry VII.

1. The Chronicle of England, by John Capgrave. *Edited by* the Rev. F. C. Hingeston, M.A., of Exeter College, Oxford. 1858.

Capgrave was prior of Lynn, in Norfolk, and provincial of the order of the Friars Hermits of England shortly before the year 1464. His Chronicle extends from the creation of the world to the year 1417. As a record of the language spoken in Norfolk (being written in English), it is of considerable value.

2. Chronicon Monasterii de Abingdon. Vols. I. and II. *Edited by* the Rev. Joseph Stevenson, M.A., of University College, Durham, and Vicar of Leighton Buzzard. 1858.

This Chronicle traces the history of the great Benedictine monastery of Abingdon in Berkshire, from its foundation by King Ina of Wessex, to the reign of Richard I., shortly after which period the present narrative was drawn up by an inmate of the establishment. The author had access to the title-deeds of the house; and incorporates into his history various charters of the Saxon kings, of great importance as illustrating not only the history of the locality but that of the kingdom. The work is printed for the first time.

3. Lives of Edward the Confessor. I.—La Estoire de Seint Aedward le Rei. II.—Vita Beati Edvardi Regis et Confessoris. III.—Vita Æduuardi Regis qui apud Westmonasterium requiescit. *Edited by* Henry Richards Luard, M.A., Fellow and Assistant Tutor of Trinity College, Cambridge. 1858.

The first is a poem in Norman French, containing 4,686 lines, addressed to Alianor, Queen of Henry III., and probably written in the year 1245, on the occasion of the restoration of the church of Westminster. Nothing is known of the author. The second is an anonymous poem, containing 536 lines, written between the years 1440 and 1450, by command of Henry VI., to whom it is dedicated. It does not throw any new light on the reign of Edward the Confessor, but is valuable as a specimen of the Latin poetry of the time. The third, also by an anonymous author, was apparently written for Queen Edith, between the years 1066 and 1074, during the pressure of the suffering brought on the Saxons by the Norman conquest. It notices many facts not found in other writers, and some which differ considerably from the usual accounts.

4. Monumenta Franciscana; scilicet, I.—Thomas de Eccleston de Adventu Fratrum Minorum in Angliam. II.—Adæ de Marisco Epistolæ. III.—Registrum Fratrum Minorum Londoniæ. *Edited by* J. S. Brewer, M.A., Professor of English Literature, King's College, London. 1858.

This volume contains original materials for the history of the settlement of the order of Saint Francis in England, the letters of Adam de Marisco, and other papers connected with the foundation and diffusion of this great body. It has been the aim of the editor to collect whatever historical information could be found in this country, towards illustrating a period of the national history for which only scanty materials exist. None of these have been before printed.

5. Fasciculi Zizaniorum Magistri Johannis Wyclif cum Tritico. Ascribed to Thomas Netter, of Walden, Provincial of the Carmelite Order in England, and Confessor to King Henry the Fifth. *Edited by* the Rev. W. W. Shirley, M.A., Tutor and late Fellow of Wadham College, Oxford. 1858.

This work derives its principal value from being the only contemporaneous account of the rise of the Lollards. When written, the disputes of the school-

men had been extended to the field of theology and they appear both in the writings of Wycliff and in those of his adversaries. Wycliff's little bundles of tares are not less metaphysical than theological, and the conflict between Nominalists and Realists rages side by side with the conflict between the different interpreters of Scripture. The work gives a good idea of the controversies at the end of the 14th and the beginning of the 15th centuries.

6. THE BUIK OF THE CRONICLIS OF SCOTLAND; or, A Metrical Version of the History of Hector Boece; by WILLIAM STEWART. Vols. I., II., and III. *Edited by* W. B. TURNBULL, Esq., of Lincoln's Inn, Barrister-at-Law. 1858.

This is a metrical translation of a Latin Prose Chronicle, and was written in the first half of the 16th century. The narrative begins with the earliest legends, and ends with the death of James I. of Scotland, and the "evil ending of the traitors that slew him." Strict accuracy of statement is not to be looked for in such a work as this; but the stories of the colonization of Spain, Ireland, and Scotland are interesting if not true; and the chronicle is valuable as a reflection of the manners, sentiments, and character of the age in which it was composed. The peculiarities of the Scottish dialect are well illustrated in this metrical version, and the student of language will find ample materials for comparison with the English dialects of the same period, and with modern lowland Scotch.

7. JOHANNIS CAPGRAVE LIBER DE ILLUSTRIBUS HENRICIS. *Edited by the* Rev. F. C. HINGESTON, M.A., of Exeter College, Oxford. 1858.

This work is dedicated to Henry VI. of England, who appears to have been, in the author's estimation, the greatest of all the Henries. It is divided into three distinct parts, each having its own separate dedication. The first part relates only to the history of the Empire, and extends from the election of Henry I., the Fowler, to the end of the reign of the Emperor Henry VI. The second part is devoted to English history, and extends from the accession of Henry I. in the year 1100, to the year 1446, which was the twenty-fourth year of the reign of King Henry VI. The third part contains the lives of illustrious men who have borne the name of Henry in various parts of the world.

Capgrave was born in 1393, in the reign of Richard II., and lived during the Wars of the Roses, for the history of which period his work is of some value.

8. HISTORIA MONASTERII S. AUGUSTINI CANTUARIENSIS, by THOMAS OF ELMHAM, formerly Monk and Treasurer of that Foundation. *Edited by* CHARLES HARDWICK, M.A., Fellow of St. Catharine's Hall, and Christian Advocate in the University of Cambridge. 1858.

This history extends from the arrival of St. Augustine in Kent until 1191. Prefixed is a chronology as far as 1418, which shows in outline what was to have been the character of the work when completed. The only copy known is in the possession of Trinity Hall, Cambridge. The author was connected with Norfolk, and most probably with Elmham, whence he derived his name.

9. EULOGIUM (HISTORIARUM SIVE TEMPORIS): Chronicon ab Orbe condito usque ad Annum Domini 1366; a Monacho quodam Malmesbiriensi exaratum. Vols. I., II., and III. *Edited by* F. S. HAYDON, Esq., B.A. 1858–1863.

This is a Latin Chronicle extending from the Creation to the latter part of the reign of Edward III., and written by a monk of the Abbey of Malmesbury, in Wiltshire, about the year 1367. A continuation, carrying the history of England down to the year 1413, was added in the former half of the fifteenth century by an author whose name is not known. The original Chronicle is divided into five books, and contains a history of the world generally, but more especially

of England to the year 1366. The continuation extends the history down to the coronation of Henry V. The Eulogium itself is chiefly valuable as containing a history, by a contemporary, of the period between 1356 and 1366. The notices of events appear to have been written very soon after their occurrence. Among other interesting matter, the Chronicle contains a diary of the Poitiers campaign, evidently furnished by some person who accompanied the army of the Black Prince. The continuation of the Chronicle is also the work of a contemporary, and gives a very interesting account of the reigns of Richard II. and Henry IV. It is believed to be the earliest authority for the statement that the latter monarch died in the Jerusalem Chamber at Westminster.

10. Memorials of Henry the Seventh: Bernardi Andreæ Tholosatis Vita Regis Henrici Septimi; necnon alia quædam ad eundem Regem spectantia. *Edited by* James Gairdner, Esq. 1858.

The contents of this volume are—(1) a life of Henry VII., by his poet laureate and historiographer, Bernard André, of Toulouse, with some compositions in verse, of which he is supposed to have been the author; (2) the journals of Roger Machado during certain embassies on which he was sent by Henry VII. to Spain and Brittany, the first of which had reference to the marriage of the King's son, Arthur, with Catharine of Arragon; (3) two curious reports by envoys sent to Spain in the year 1505 touching the succession to the Crown of Castile, and a project of marriage between Henry VII. and the Queen of Naples; and (4) an account of Philip of Castile's reception in England in 1506. Other documents of interest in connexion with the period are given in an appendix.

11. Memorials of Henry the Fifth. I.—Vita Henrici Quinti, Roberto Redmanno auctore. II.—Versus Rhythmici in laudem Regis Henrici Quinti. III.—Elmhami Liber Metricus de Henrico V. *Edited by* Charles A. Cole, Esq. 1858.

This volume contains three treatises which more or less illustrate the history of the reign of Henry V., viz.: A Life by Robert Redman; a Metrical Chronicle by Thomas Elmham, prior of Lenton, a contemporary author; Versus Rhythmici, written apparently by a monk of Westminster Abbey, who was also a contemporary of Henry V. These works are printed for the first time.

12. Munimenta Gildhallæ Londoniensis; Liber Albus, Liber Custumarum, et Liber Horn, in archivis Gildhallæ asservati. Vol. I., Liber Albus. Vol. II. (in Two Parts), Liber Custumarum. Vol. III., Translation of the Anglo-Norman Passages in Liber Albus, Glossaries, Appendices, and Index. *Edited by* Henry Thomas Riley, Esq., M.A., Barrister-at-Law. 1859–1862.

The manuscript of the *Liber Albus*, compiled by John Carpenter, Common Clerk of the City of London in the year 1419, a large folio volume, is preserved in the Record Room of the City of London. It gives an account of the laws, regulations, and institutions of that City in the twelfth, thirteenth, fourteenth, and early part of the fifteenth centuries.

The *Liber Custumarum* was compiled probably by various hands in the early part of the fourteenth century during the reign of Edward II. The manuscript, a folio volume, is also preserved in the Record Room of the City of London, though some portion in its original state, borrowed from the City in the reign of Queen Elizabeth and never returned, forms part of the Cottonian MS. Claudius D. II. in the British Museum. It also gives an account of the laws, regulations, and institutions of the City of London in the twelfth, thirteenth, and early part of the fourteenth centuries.

13. Chronica Johannis de Oxenedes. *Edited by* Sir Henry Ellis, K.H. 1859.

Although this Chronicle tells of the arrival of Hengist and Horsa in England in the year 449, yet it substantially begins with the reign of King Alfred, and

comes down to the year 1292, where it ends abruptly. The history is particularly valuable for notices of events in the eastern portions of the kingdom, which are not to be elsewhere obtained, and some curious facts are mentioned relative to the floods in that part of England, which are confirmed in the Friesland Chronicle of Anthony Heinrich, pastor of the Island of Mohr.

14. A Collection of Political Poems and Songs relating to English History, from the Accession of Edward III. to the Reign of Henry VIII. Vols. I. and II. *Edited by* Thomas Wright, Esq., M.A. 1859–1861.

These Poems are perhaps the most interesting of all the historical writings of the period, though they cannot be relied on for accuracy of statement. They are various in character; some are upon religious subjects, some may be called satires, and some give no more than a court scandal; but as a whole they present a very fair picture of society, and of the relations of the different classes to one another. The period comprised is in itself interesting, and brings us, through the decline of the feudal system, to the beginning of our modern history. The songs in old English are of considerable value to the philologist.

15. The "Opus Tertium," "Opus Minus," &c., of Roger Bacon. *Edited by* J. S. Brewer, M.A., Professor of English Literature, King's College, London. 1859.

This is the celebrated treatise—never before printed—so frequently referred to by the great philosopher in his works. It contains the fullest details we possess of the life and labours of Roger Bacon: also a fragment by the same author, supposed to be unique, the "*Compendium Studii Theologiæ*."

16. Bartholomæi de Cotton, Monachi Norwicensis, Historia Anglicana; 449–1298: necnon ejusdem Liber de Archiepiscopis et Episcopis Angliæ. *Edited by* Henry Richards Luard, M.A., Fellow and Assistant Tutor of Trinity College, Cambridge. 1859.

The author, a monk of Norwich, has here given us a Chronicle of England from the arrival of the Saxons in 449 to the year 1298, in or about which year it appears that he died. The latter portion of this history (the whole of the reign of Edward I. more especially) is of great value, as the writer was contemporary with the events which he records. An Appendix contains several illustrative documents connected with the previous narrative.

17. Brut y Tywysogion; or, The Chronicle of the Princes of Wales. *Edited by* the Rev. John Williams ab Ithel, M.A. 1860.

This work, also known as "The Chronicle of the Princes of Wales," has been attributed to Caradoc of Llancarvan, who flourished about the middle of the twelfth century. It is written in the ancient Welsh language, begins with the abdication and death of Caedwala at Rome, in the year 681, and continues the history down to the subjugation of Wales by Edward I., about the year 1282.

18. A Collection of Royal and Historical Letters during the Reign of Henry IV. 1399–1404. *Edited by* the Rev. F. C. Hingeston, M.A., of Exeter College, Oxford. 1860.

This volume, like all the others in the series containing a miscellaneous selection of letters, is valuable on account of the light it throws upon biographical history, and the familiar view it presents of characters, manners, and events. The period requires much elucidation; to which it will materially contribute.

19. The Repressor of over much Blaming of the Clergy. By Reginald Pecock, sometime Bishop of Chichester. Vols. I. and II. *Edited by* Churchill Babington, B.D., Fellow of St. John's College, Cambridge. 1860.

The "Repressor" may be considered the earliest piece of good theological d quisition of which our English prose literature can boast. The author was b

about the end of the fourteenth century, consecrated Bishop of St. Asaph in the year 1444, and translated to the see of Chichester in 1450. While Bishop of St. Asaph, he zealously defended his brother prelates from the attacks of those who censured the bishops for their neglect of duty. He maintained that it was no part of a bishop's functions to appear in the pulpit, and that his time might be more profitably spent, and his dignity better maintained, in the performance of works of a higher character. Among those who thought differently were the Lollards, and against their general doctrines the "Repressor" is directed. Pecock took up a position midway between that of the Roman Church and that of the modern Anglican Church; but his work is interesting chiefly because it gives a full account of the views of the Lollards and of the arguments by which they were supported, and because it assists us to ascertain the state of feeling which ultimately led to the Reformation. Apart from religious matters, the light thrown upon contemporaneous history is very small, but the "Repressor" has great value for the philologist, as it tells us what were the characteristics of the language in use among the cultivated Englishmen of the fifteenth century. Pecock, though an opponent of the Lollards, showed a certain spirit of toleration, for which he received, towards the end of his life, the usual mediæval reward—persecution.

20. ANNALES CAMBRIÆ. *Edited by* the Rev. JOHN WILLIAMS AB ITHEL, M.A. 1860.

These annals, which are in Latin, commence in the year 447, and come down to the year 1288. The earlier portion appears to be taken from an Irish Chronicle, which was also used by Tigernach, and by the compiler of the Annals of Ulster. During its first century it contains scarcely anything relating to Britain, the earliest direct concurrence with English history is relative to the mission of Augustine. Its notices throughout though brief, are valuable. The annals were probably written at St. Davids, by Blegewryd, Archdeacon of Llandaff, the most learned man in his day in all Cymru.

21. THE WORKS OF GIRALDUS CAMBRENSIS. Vols. I., II., III., and IV. *Edited by* J. S. BREWER, M.A., Professor of English Literature, King's College, London. Vols. V. and VI. *Edited by* the Rev. JAMES F. DIMOCK, M.A., Rector of Barnburgh, Yorkshire. 1861–1873.

These volumes contain the historical works of Gerald du Barry, who lived in the reigns of Henry II., Richard I., and John, and attempted to re-establish the independence of Wales by restoring the see of St. Davids to its ancient primacy. His works are of a very miscellaneous nature, both in prose and verse, and are remarkable chiefly for the racy and original anecdotes which they contain relating to contemporaries. He is the only Welsh writer of any importance who has contributed so much to the mediæval literature of this country, or assumed, in consequence of his nationality, so free and independent a tone. His frequent travels in Italy, in France, in Ireland, and in Wales, gave him opportunities for observation which did not generally fall to the lot of mediæval writers in the twelfth and thirteenth centuries, and of these observations Giraldus has made due use. Only extracts from these treatises have been printed before, and almost all of them are taken from unique manuscripts.

The Topographia Hibernica (in Vol. V.) is the result of Giraldus' two visits to Ireland. The first in the year 1183, the second in 1185–6, when he accompanied Prince John into that country. Curious as this treatise is, Mr. Dimock is of opinion that it ought not to be accepted as sober truthful history, for Giraldus himself states that truth was not his main object, and that he compiled the work for the purpose of sounding the praises of Henry the Second. Elsewhere, however, he declares that he had stated nothing in the Topographia of the truth of which he was not well assured, either by his own eyesight or by the testimony, with all diligence elicited, of the most trustworthy and authentic men in the country; that though he did not put just the same full faith in their reports as in what he had himself seen, yet, as they only related what they had themselves seen, he could not but believe such credible witnesses. A very interesting portion of this treatise is devoted to the animals of Ireland. It shows that he was a very accurate and acute observer, and his descriptions are given in a way that a scientific naturalist of the present day could hardly improve upon. The Expugnatio Hibernica was written about the year 1188 and may be regarded rather

as a great epic than a sober relation of acts occurring in his own days. No one can peruse it without coming to the conclusion that it is rather a poetical fiction than a prosaic truthful history.

Vol. VI. contains the Itinerarium Kambriæ et Descriptio Kambriæ.

22. LETTERS AND PAPERS ILLUSTRATIVE OF THE WARS OF THE ENGLISH IN FRANCE DURING THE REIGN OF HENRY THE SIXTH, KING OF ENGLAND. Vol. I., and Vol. II. (in Two Parts). *Edited by* the Rev. JOSEPH STEVENSON, M.A., of University College, Durham, and Vicar of Leighton Buzzard. 1861–1864.

The letters and papers contained in these volumes are derived chiefly from originals or contemporary copies extant in the Bibliothèque Impériale, and the Depôt des Archives, in Paris. They illustrate the line of policy adopted by John Duke of Bedford and his successors during their government of Normandy, and such other provinces of France as had been acquired by Henry V. We may here trace, step by step, the gradual declension of the English power, until we are prepared to read of its final overthrow.

23. THE ANGLO-SAXON CHRONICLE, ACCORDING TO THE SEVERAL ORIGINAL AUTHORITIES. Vol. I., Original Texts. Vol. II., Translation. *Edited and translated by* BENJAMIN THORPE, Esq., Member of the Royal Academy of Sciences at Munich, and of the Society of Netherlandish Literature at Leyden. 1861.

This Chronicle, extending from the earliest history of Britain to the year 1154, is justly the boast of England; for no other nation can produce any history, written in its own vernacular, at all approaching it, either in antiquity, truthfulness, or extent, the historical books of the Bible alone excepted. There are at present six independent manuscripts of the Saxon Chronicle, ending in different years, and written in different parts of the country. In this edition, the text of each manuscript is printed in columns on the same page, so that the student may see at a glance the various changes which occur in orthography, whether arising from locality or age.

24. LETTERS AND PAPERS ILLUSTRATIVE OF THE REIGNS OF RICHARD III. AND HENRY VII. Vols. I. and II. *Edited by* JAMES GAIRDNER, Esq. 1861–1863.

The Papers are derived from MSS. in the Public Record Office, the British Museum, and other repositories. The period to which they refer is unusually destitute of chronicles and other sources of historical information, so that the light obtained from these documents is of special importance. The principal contents of the volumes are some diplomatic Papers of Richard III.; correspondence between Henry VII. and Ferdinand and Isabella of Spain; documents relating to Edmund de la Pole, Earl of Suffolk; and a portion of the correspondence of James IV. of Scotland.

25. LETTERS OF BISHOP GROSSETESTE, illustrative of the Social Condition of his Time. *Edited by* HENRY RICHARDS LUARD, M.A., Fellow and Assistant Tutor of Trinity College, Cambridge. 1861.

The Letters of Robert Grosseteste (131 in number) are here collected from various sources, and a large portion of them is printed for the first time. They range in date from about 1210 to 1253, and relate to various matters connected not only with the political history of England during the reign of Henry III., but with its ecclesiastical condition. They refer especially to the diocese of Lincoln, of which Grosseteste was bishop.

26. DESCRIPTIVE CATALOGUE OF MANUSCRIPTS RELATING TO THE HISTORY OF GREAT BRITAIN AND IRELAND. Vol. I. (in Two Parts); Anterior to the Norman Invasion. Vol. II.; 1066–1200. Vol. III.; 1200–1327. *By* Sir THOMAS DUFFUS HARDY, D.C.L., Deputy Keeper of the Public Records. 1862–1871.

The object of this work is to publish notices of all known sources of British history, both printed and unprinted, in one continued sequence. The materials, when historical (as distinguished from biographical), are arranged under the year in which the latest event is recorded in the chronicle or history, and not

under the period in which its author, real or supposed, flourished. Biographies are enumerated under the year in which the person commemorated died, and not under the year in which the life was written. This arrangement has two advantages; the materials for any given period may be seen at a glance; and if the reader knows the time when an author wrote, and the number of years that had elapsed between the date of the events and the time the writer flourished, he will generally be enabled to form a fair estimate of the comparative value of the narrative itself. A brief analysis of each work has been added when deserving it, in which the original portions are distinguished from those which are mere compilations. When possible, the sources are indicated from which such compilations have been derived. A biographical sketch of the author of each piece has been added, and a brief notice has also been given of such British authors as have written on historical subjects.

27. Royal and other Historical Letters illustrative of the Reign of Henry III. Vol. I., 1216–1235. Vol. II., 1236–1272. *Selected and edited by* the Rev. W. W. Shirley, D.D., Regius Professor in Ecclesiastical History, and Canon of Christ Church, Oxford. 1862–1866.

The letters contained in these volumes are derived chiefly from the ancient correspondence formerly in the Tower of London, and now in the Public Record Office. They illustrate the political history of England during the growth of its liberties, and throw considerable light upon the personal history of Simon de Montfort. The affairs of France form the subject of many of them, especially in regard to the province of Gascony. The entire collection consists of nearly 700 documents, the greater portion of which is printed for the first time.

28. Chronica Monasterii S. Albani.—1. Thomæ Walsingham Historia Anglicana; Vol. I., 1272–1381: Vol. II., 1381–1422. 2. Willelmi Rishanger Chronica et Annales, 1259–1307. 3. Johannis de Trokelowe et Henrici de Blaneforde Chronica et Annales, 1259–1296; 1307–1324; 1392–1406. 4. Gesta Abbatum Monasterii S. Albani, a Thoma Walsingham, regnante Ricardo Secundo, ejusdem Ecclesiæ Præcentore, compilata; Vol. I., 793–1290: Vol. II., 1290–1349: Vol. III., 1349–1411. 5. Johannis Amundesham, Monachi Monasterii S. Albani, ut videtur, Annales; Vols. I. and II. 6. Registra quorundam Abbatum Monasterii S. Albani, qui sæculo xv^mo floruere; Vol. I., Registrum Abbatiæ Johannis Whethamstede, Abbatis Monasterii Sancti Albani, iterum susceptæ; Roberto Blakeney, Capellano, quondam adscriptum: Vol. II., Registra Johannis Whethamstede, Willelmi Albon, et Willelmi Walingforde, Abbatum Monasterii Sancti Albani, cum Appendice, continente quasdam Epistolas, a Johanne Whethamstede Conscriptas. *Edited by* Henry Thomas Riley, Esq., M.A., Cambridge and Oxford; and of the Inner Temple, Barrister-at-Law. 1863–1873.

In the first two volumes is a history of England, from the death of Henry III. to the death of Henry V., written by Thomas Walsingham, Precentor of St. Albans and prior of the cell of Wymundham, belonging to that abbey. It is printed from MS. VII. in the Arundel Collection in the College of Arms, London, a manuscript of the fifteenth century, collated with MS. 13 E. IX. in the King's Library in the British Museum, and MS. VII. in the Parker Collection of Manuscripts at Corpus Christi College, Cambridge.

In the third volume is a Chronicle of English History, attributed to William Rishanger, monk of Saint Albans, who lived in the reign of Edward I., printed from the Cottonian Manuscript, Faustina B. IX. (of the fourteenth century) in the British Museum, collated with MS. 14 C. VII. (fols. 219–231) in the King's Library, British Museum, and the Cottonian Manuscript, Claudius E. III., fols. 306–331: Also an account of transactions attending the award of the kingdom of Scotland to John Balliol by Edward I., 1291–1292, from MS. Cotton. Claudius D. VI., attributed to William Rishanger above mentioned, but on no sufficient ground: A short Chronicle of English History,

from 1292 to 1300, by an unknown hand, from MS. Cotton. Claudius D. VI.: A short Chronicle from 1297 to 1307, Willelmi Rishanger Gesta Edwardi Primi Regis Angliæ, from MS. 14 C. I. in the Royal Library, and MS. Cotton. Claudius D. VI., with an addition of Annales Regum Angliæ, probably by the same hand: A fragment of a Chronicle of English History, 1299, 1300, from MS. Cotton. Claudius D. VI.: A fragment of a Chronicle of English History, 1295 to 1300, from MS. Cotton. Claudius D. VI.: and a fragment of a Chronicle of English History, 1285 to 1307, from MS. 14 C. I. in the Royal Library.

In the fourth volume is a Chronicle of English History, by an anonymous writer, 1259 to 1296, from MS. Cotton. Claudius D. VI.: Annals of Edward II., 1307 to 1323, by John de Trokelowe a monk of St. Albans, from MS. Cotton. Claudius D. VI.: A continuation of Trokelowe's Annals, 1323, 1324, by Henricus de Blaneforde, from MS. Cotton. Claudius D. VI.: A full Chronicle of English History, by an anonymous writer of St. Albans, 1392 to 1406, from MS. VII. in the Library of Corpus Christi College, Cambridge; and an account of the benefactors of St. Albans, written in the early part of the fifteenth century, from MS. VI. in the same Library.

The fifth, sixth, and seventh volumes contain a history of the Abbots of St. Albans, and of the fortunes and vicissitudes of the house, from 793 to 1411, mainly compiled by Thomas Walsingham, Precentor of the Abbey in the reign of Richard II.; from MS. Cotton. Claudius E. IV., in the British Museum; with a Continuation, from the closing pages of the Parker MS. No. VII., in the Library of Corpus Christi College, Cambridge.

The eighth and ninth volumes, in continuation of the Annals, contain a Chronicle, probably written by John Amundesham, a monk of St. Albans.

The tenth and eleventh volumes relate especially to the acts and proceedings of Abbots Whethamstede, Albon, and Wallingford, and may be considered as a memorial of the chief historical and domestic events occurring during those periods.

9. CHRONICON ABBATIÆ EVESHAMENSIS, AUCTORIBUS DOMINICO PRIORE EVESHAMIÆ ET THOMA DE MARLEBERGE ABBATE, A FUNDATIONE AD ANNUM 1213, UNA CUM CONTINUATIONE AD ANNUM 1418. *Edited by* the Rev. W. D. MACRAY, M.A., Bodleian Library, Oxford. 1863.

The Chronicle of Evesham illustrates the history of that important monastery from its foundation by Egwin, about 690, to the year 1418. Its chief feature is an autobiography, which makes us acquainted with the inner daily life of a great abbey, such as but rarely has been recorded. Interspersed are many notices of general, personal, and local history which will be read with much interest. This work exists in a single MS., and is for the first time printed.

0. RICARDI DE CIRENCESTRIA SPECULUM HISTORIALE DE GESTIS REGUM ANGLIÆ. Vol. I., 447–871. Vol. II., 872–1066. *Edited by* JOHN E. B. MAYOR, M.A., Fellow of St. John's College, Cambridge. 1863–1869.

The compiler, Richard of Cirencester, was a monk of Westminster, 1355–1400. In 1391 he obtained a licence to make a pilgrimage to Rome. His history, in four books, extends from 447 to 1066. He announces his intention of continuing it, but there is no evidence that he completed any more. This chronicle gives many charters in favour of Westminster Abbey, and a very full account of the lives and miracles of the saints, especially of Edward the Confessor, whose reign occupies the fourth book. A treatise on the Coronation, by William of Sudbury, a monk of Westminster, fills book iii. c. 3. It was on this author that C. J. Bertram fathered his forgery, *De Situ Brittaniæ*, in 1747.

1. YEAR BOOKS OF THE REIGN OF EDWARD THE FIRST. Years 20–21, 21–22, 30–31, and 32–33. *Edited and translated by* ALFRED JOHN HORWOOD, Esq., of the Middle Temple, Barrister-at-Law. 1863–1873.

The volumes known as the "Year Books" contain reports in Norman-French of cases argued and decided in the Courts of Common Law. They may be considered to a great extent as the "lex non scripta" of England, and have been held in the highest veneration by the ancient sages of the law, and were received by them as the repositories of the first recorded judgments and dicta of the great

legal luminaries of past ages. They are also worthy of the attention of the general reader on account of the historical information and the notices of public and private persons which they contain, as well as the light which they throw on ancient manners and customs.

32. Narratives of the Expulsion of the English from Normandy, 1449–1450.—Robertus Blondelli de Reductione Normanniæ: Le Recouvrement de Normendie, par Berry, Hérault du Roy: Conferences between the Ambassadors of France and England. *Edited, from MSS. in the Imperial Library at Paris, by* the Rev. Joseph Stevenson, M.A., of University College, Durham. 1863.

This volume contains the narrative of an eye-witness who details with considerable power and minuteness the circumstances which attended the final expulsion of the English from Normandy in the year 1450. The history commences with the infringement of the truce by the capture of Fougères, and ends with the battle of Formigny and the embarkation of the Duke of Somerset. The whole period embraced is less than two years.

33. Historia et Cartularium Monasterii S. Petri Gloucestriæ. Vols. I., II., and III. *Edited by* W. H. Hart, Esq., F.S.A., Membre correspondant de la Société des Antiquaires de Normandie. 1863–1867.

This work consists of two parts, the History and the Cartulary of the Monastery of St. Peter, Gloucester. The history furnishes an account of the monastery from its foundation, in the year 681, to the early part of the reign of Richard II., together with a calendar of donations and benefactions. It treats principally of the affairs of the monastery, but occasionally matters of general history are introduced. Its authorship has generally been assigned to Walter Froucester, the twentieth abbot, but without any foundation.

34. Alexandri Neckam de Naturis Rerum libri duo; with Neckam's Poem, De Laudibus Divinæ Sapientiæ. *Edited by* Thomas Wright, Esq., M.A. 1863.

Neckam was a man who devoted himself to science, such as it was in the twelfth century. In the "De Naturis Rerum" are to be found what may be called the rudiments of many sciences mixed up with much error and ignorance. Neckam was not thought infallible, even by his contemporaries, for Roger Bacon remarks of him, "this Alexander in many things wrote what was true and useful; "but he neither can nor ought by just title to be reckoned among authorities." Neckam, however, had sufficient independence of thought to differ from some of the schoolmen who in his time considered themselves the only judges of literature. He had his own views in morals, and in giving us a glimpse of them, as well as of his other opinions, he throws much light upon the manners, customs, and general tone of thought prevalent in the twelfth century. The poem entitled "De Laudibus Divinæ Sapientiæ" appears to be a metrical paraphrase or abridgment of the "De Naturis Rerum." It is written in the elegiac metre; and though there are many lines which violate classical rules, it is, as a whole, above the ordinary standard of mediæval Latin.

35. Leechdoms, Wortcunning, and Starcraft of Early England; being a Collection of Documents illustrating the History of Science in this Country before the Norman Conquest. Vols. I., II., and III. *Collected and edited by* the Rev. T. Oswald Cockayne, M.A., of St. John's College, Cambridge. 1864–1866.

This work illustrates not only the history of science, but the history of superstition. In addition to the information bearing directly upon the medical skill and medical faith of the times, there are many passages which incidentally throw light upon the general mode of life and ordinary diet. The volumes are interesting not only in their scientific, but also in their social aspect. The manuscripts from which they have been printed are valuable to the Anglo-Saxon scholar for the illustrations they afford of Anglo-Saxon orthography.

36. Annales Monastici. Vol. I.:—Annales de Margan, 1066–1232; Annales de Theokesberia, 1066–1263; Annales de Burton, 1004–1263. Vol. II.:—Annales Monasterii de Wintonia, 519–1277; Annales Monasterii de Waverleia, 1–1291. Vol. III.:—Annales Prioratus de Dunstaplia, 1–1297; Annales Monasterii de Bermundeseia, 1042–1432. Vol. IV.:—Annales Monasterii de Oseneia, 1016–1347; Chronicon vulgo dictum Chronicon Thomæ Wykes, 1066–1289; Annales Prioratus de Wigornia, 1–1377. Vol. V.:—Index and Glossary. *Edited by* Henry Richards Luard, M.A., Fellow and Assistant Tutor of Trinity College, and Registrary of the University, Cambridge. 1864–1869.

The present collection of Monastic Annals embraces all the more important chronicles compiled in religious houses in England during the thirteenth century. These distinct works are ten in number. The extreme period which they embrace ranges from the year 1 to 1432, although they refer more especially to the reigns of John, Henry III., and Edward I. Some of these narratives have already appeared in print, but others are printed for the first time.

37. Magna Vita S. Hugonis Episcopi Lincolniensis. From Manuscripts in the Bodleian Library, Oxford, and the Imperial Library, Paris. *Edited by* the Rev. James F. Dimock, M.A., Rector of Barnburgh, Yorkshire. 1864.

This work contains a number of very curious and interesting incidents, and, being the work of a contemporary, is very valuable, not only as a truthful biography of a celebrated ecclesiastic, but as the work of a man, who, from personal knowledge, gives notices of passing events, as well as of individuals who were then taking active part in public affairs. The author, in all probability, was Adam Abbot of Evesham. He was domestic chaplain and private confessor of Bishop Hugh, and in these capacities was admitted to the closest intimacy. Bishop Hugh was Prior of Witham for 11 years before he became Bishop of Lincoln. His consecration took place on the 21st September 1186; he died on the 16th of November 1200; and was canonized in 1220.

38. Chronicles and Memorials of the Reign of Richard the First. Vol. I.:—Itinerarium Peregrinorum et Gesta Regis Ricardi. Vol. II.:—Epistolæ Cantuarienses; the Letters of the Prior and Convent of Christ Church, Canterbury; 1187 to 1199. *Edited by* William Stubbs, M.A., Vicar of Navestock, Essex, and Lambeth Librarian. 1864–1865.

The authorship of the Chronicle in Vol. I., hitherto ascribed to Geoffrey Vinesauf, is now more correctly ascribed to Richard, Canon of the Holy Trinity of London. The narrative extends from 1187 to 1199; but its chief interest consists in the minute and authentic narrative which it furnishes of the exploits of Richard I., from his departure from England in December 1189 to his death in 1199. The author states in his prologue that he was an eye-witness of much that he records; and various incidental circumstances which occur in the course of the narrative confirm this assertion.

The letters in Vol. II., written between 1187 and 1199, are of value as furnishing authentic materials for the history of the ecclesiastical condition of England during the reign of Richard I. They had their origin in a dispute which arose from the attempts of Baldwin and Hubert, archbishops of Canterbury, to found a college of secular canons, a project which gave great umbrage to the monks of Canterbury, who saw in it a design to supplant them in their function of metropolitan chapter. These letters are printed, for the first time, from a MS. belonging to the archiepiscopal library at Lambeth.

39. Recueil des Croniques et anchiennes Istories de la Grant Bretaigne a present nomme Engleterre, par Jehan de Waurin. Vol. I.,

Albina to 688. Vol. II., 1399–1422. *Edited by* William Hardy, Esq., F.S.A. 1864–1868.

40. A Collection of the Chronicles and ancient Histories of Great Britain, now called England, by John de Wavrin. Albina to 688. (Translation of the preceding Vol. I.) *Edited and translated by* William Hardy, Esq., F.S.A. 1864.

> This curious chronicle extends from the fabulous period of history down to the return of Edward IV. to England in the year 1471, after the second deposition of Henry VI. The manuscript from which the text of the work is taken is preserved in the Imperial Library at Paris, and is believed to be the only complete and nearly contemporary copy in existence. The work, as originally bound, was comprised in six volumes, since rebound in morocco in 12 volumes, folio maximo, vellum, and is illustrated with exquisite miniatures, vignettes, and initial letters. It was written towards the end of the fifteenth century, having been expressly executed for Louis de Bruges, Seigneur de la Gruthuyse and Earl of Winchester, from whose cabinet it passed into the library of Louis XII. at Blois.

41. Polychronicon Ranulphi Higden, with Trevisa's Translation. Vols. I. and II. *Edited by* Churchill Babington, B.D., Senior Fellow of St. John's College, Cambridge. Vols. III. and IV. *Edited by* the Rev. Joseph Rawson Lumby, M.A., late Fellow of Magdalene College, Cambridge. 1865–1872.

> This is one of the many mediæval chronicles which assume the character of a history of the world. It begins with the creation, and is brought down to the author's own time, the reign of Edward III. Prefixed to the historical portion, is a chapter devoted to geography, in which is given a description of every known land. To say that the Polychronicon was written in the fourteenth century is to say that it is not free from inaccuracies. It has, however, a value apart from its intrinsic merits. It enables us to form a very fair estimate of the knowledge of history and geography which well-informed readers of the fourteenth and fifteenth centuries possessed, for it was then the standard work on general history.
>
> The two English translations, which are printed with the original Latin, afford interesting illustrations of the gradual change of our language, for one was made in the fourteenth century, the other in the fifteenth. The differences between Trevisa's version and that of the unknown writer are often considerable.

42. Le Livere de Reis de Brittanie e Le Livere de Reis de Engletere. *Edited by* John Glover, M.A., Vicar of Brading, Isle of Wight, formerly Librarian of Trinity College, Cambridge. 1865.

> These two treatises, though they cannot rank as independent narratives, are nevertheless valuable as careful abstracts of previous historians, especially "Le Livere de Reis de Engletere." Some various readings are given which are interesting to the philologist as instances of semi-Saxonized French.
>
> It is supposed that Peter of Ickham must have been the author, but no certain conclusion on that point has been arrived at.

43. Chronica Monasterii de Melsa, ab Anno 1150 usque ad Annum 1406. Vols. I., II., and III. *Edited by* Edward Augustus Bond, Esq., Assistant Keeper of the Manuscripts, and Egerton Librarian, British Museum. 1866–1868.

> The Abbey of Meaux was a Cistercian house, and the work of its abbot is both curious and valuable. It is a faithful and often minute record of the establishment of a religious community, of its progress in forming an ample revenue, of its struggles to maintain its acquisitions, and of its relations to the governing institutions of the country. In addition to the private affairs of the monastery, some light is thrown upon the public events of the time, which are however kept distinct, and appear at the end of the history of each abbot's administration. The text has been printed from what is said to be the autograph of the original compiler, Thomas de Burton, the nineteenth abbot.

44. MATTHÆI PARISIENSIS HISTORIA ANGLORUM, SIVE, UT VULGO DICITUR, HISTORIA MINOR. Vols. I., II., and III. 1067–1253. *Edited by* Sir FREDERIC MADDEN, K.H., Keeper of the Department of Manuscripts, British Museum. 1866–1869.

The exact date at which this work was written is, according to the chronicler, 1250. The history is of considerable value as an illustration of the period during which the author lived, and contains a good summary of the events which followed the Conquest. This minor chronicle is, however, based on another work (also written by Matthew Paris) giving fuller details, which has been called the "Historia Major." The chronicle here published, nevertheless, gives some information not to be found in the greater history.

45. LIBER MONASTERII DE HYDA: A CHRONICLE AND CHARTULARY OF HYDE ABBEY, WINCHESTER, 455–1023. *Edited, from a Manuscript in the Library of the Earl of Macclesfield, by* EDWARD EDWARDS, Esq. 1866.

The "Book of Hyde" is a compilation from much earlier sources, which are usually indicated with considerable care and precision. In many cases, however, the Hyde chronicler appears to correct, to qualify, or to amplify—either from tradition or from sources of information not now discoverable—the statements, which, in substance, he adopts. He also mentions, and frequently quotes from writers whose works are either entirely lost or at present known only by fragments.

There is to be found, in the "Book of Hyde," much information relating to the reign of King Alfred which is not known to exist elsewhere. The volume contains some curious specimens of Anglo-Saxon and Mediæval English.

46. CHRONICON SCOTORUM: A CHRONICLE OF IRISH AFFAIRS, from the EARLIEST TIMES to 1135; with a SUPPLEMENT, containing the Events from 1141 to 1150. *Edited, with a Translation, by* WILLIAM MAUNSELL HENNESSY, Esq., M.R.I.A. 1866.

There is, in this volume, a legendary account of the peopling of Ireland and of the adventures which befell the various heroes who are said to have been connected with Irish history. The details are, however, very meagre both for this period and for the time when history becomes more authentic. The plan adopted in the chronicle gives the appearance of an accuracy to which the earlier portions of the work cannot have any claim. The succession of events is marked, year by year, from A.M. 1599 to A.D. 1150. The principal events narrated in the later portion of the work are, the invasions of foreigners, and the wars of the Irish among themselves. The text has been printed from a MS. preserved in the library of Trinity College, Dublin, written partly in Latin, partly in Irish.

47. THE CHRONICLE OF PIERRE DE LANGTOFT, IN FRENCH VERSE, FROM THE EARLIEST PERIOD TO THE DEATH OF EDWARD I. Vols. I. and II. *Edited by* THOMAS WRIGHT, Esq., M.A. 1866–1868.

It is probable that Pierre de Langtoft was a canon of Bridlington, in Yorkshire, and that he lived in the reign of Edward I., and during a portion of the reign of Edward II. This chronicle is divided into three parts; in the first is an abridgment of Geoffrey of Monmouth's "Historia Britonum," in the second, a history of the Anglo-Saxon and Norman kings, down to the death of Henry III., and in the third a history of the reign of Edward I. The principal object of the work was apparently to show the justice of Edward's Scottish wars. The language is singularly corrupt, and a curious specimen of the French of Yorkshire.

48. THE WAR OF THE GAEDHIL WITH THE GAILL, or, THE INVASIONS OF IRELAND BY THE DANES AND OTHER NORSEMEN. *Edited, with a Translation, by* JAMES HENTHORN TODD, D.D., Senior Fellow of Trinity College, and Regius Professor of Hebrew in the University, Dublin. 1867.

The work in its present form, in the editor's opinion, is a comparatively modern version of an undoubtedly ancient original. That it was compiled from contemporary materials has been proved by curious incidental evidence. It is stated in

the account given of the battle of Clontarf that the full tide in Dublin Bay on the day of the battle (23 April 1014) coincided with sunrise; and that the returning tide in the evening aided considerably in the defeat of the Danes. The fact has been verified by astronomical calculations, and the inference is that the author of the chronicle, if not himself an eye-witness, must have derived his information from those who were eye-witnesses. The contents of the work are sufficiently described in its title. The story is told after the manner of the Scandinavian Sagas, with poems and fragments of poems introduced into the prose narrative.

49. Gesta Regis Henrici Secundi Benedicti Abbatis. The Chronicle of the Reigns of Henry II. and Richard I., 1169–1192; known under the name of Benedict of Peterborough. Vols. I. and II. *Edited by* William Stubbs, M.A., Regius Professor of Modern History, Oxford, and Lambeth Librarian. 1867.

This chronicle of the reigns of Henry II. and Richard I., known commonly under the name of Benedict of Peterborough, is one of the best existing specimens of a class of historical compositions of the first importance to the student.

50. Munimenta Academica, or, Documents illustrative of Academical Life and Studies at Oxford (in Two Parts). *Edited by* the Rev. Henry Anstey, M.A., Vicar of St. Wendron, Cornwall, and lately Vice-Principal of St. Mary Hall, Oxford. 1868.

This work will supply materials for a History of Academical Life and Studies in the University of Oxford during the 13th, 14th, and 15th centuries.

51. Chronica Magistri Rogeri de Houedene. Vols. I., II., III., and IV. *Edited by* William Stubbs, M.A., Regius Professor of Modern History, and Fellow of Oriel College, Oxford. 1868–1871.

This work has long been justly celebrated, but not thoroughly understood until Mr. Stubbs' edition. The earlier portion, extending from 732 to 1148, appears to be a copy of a compilation made in Northumbria about 1161, to which Hoveden added little. From 1148 to 1169—a very valuable portion of this work the matter is derived from another source, to which Hoveden appears to have supplied little, and not always judiciously. From 1170 to 1192 is the portion which corresponds with the Chronicle known under the name of Benedict of Peterborough (*see* No. 49); but it is not a copy, being sometimes an abridgment, at others a paraphrase; occasionally the two works entirely agree; showing that both writers had access to the same materials, but dealt with them differently. From 1192 to 1201 may be said to be wholly Hoveden's work: it is extremely valuable, and an authority of the first importance.

52. Willelmi Malmesbiriensis Monachi de Gestis Pontificum Anglorum Libri Quinque. *Edited, from William of Malmesbury's Autograph MS., by* N. E. S. A. Hamilton, Esq., of the Department of Manuscripts, British Museum. 1870.

William of Malmesbury's "Gesta Pontificum" is the principal foundation of English Ecclesiastical Biography, down to the year 1122. The manuscript which has been followed in this Edition is supposed by Mr. Hamilton to be the author's autograph, containing his latest additions and amendments.

53. Historic and Municipal Documents of Ireland, from the Archives of the City of Dublin, &c. 1172–1320. *Edited by* John T. Gilbert, Esq., F.S.A., Secretary of the Public Record Office of Ireland. 1870.

A collection of original documents, elucidating mainly the history and condition of the municipal, middle, and trading classes under or in relation with the rule of England in Ireland,—a subject hitherto in almost total obscurity. Extending over the first hundred and fifty years of the Anglo-Norman settlement, the series includes charters, municipal laws and regulations, rolls of names of citizens and members of merchant-guilds, lists of commodities with their rates, correspondence, illustrations of relations between ecclesiastics and laity; together with many documents exhibiting the state of Ireland during the presence there of the Scots under Robert and Edward Bruce.

54. The Annals of Loch Cé. A Chronicle of Irish Affairs, from 1014 to 1590. Vols. I. and II. *Edited, with a Translation, by* William Maunsell Hennessy, Esq., M.R.I.A. 1871.

The original of this chronicle has passed under various names. The title of "Annals of Loch Cé" was given to it by Professor O'Curry, on the ground that it was transcribed for Brian Mac Dermot, an Irish chieftain, who resided on an island in Loch Cé, in the county of Roscommon. It adds much to the materials for the civil and ecclesiastical history of Ireland; and contains many curious references to English and foreign affairs, not noticed in any other chronicle.

55. Monumenta Juridica. The Black Book of the Admiralty, with Appendices. Vols. I. and II. *Edited by* Sir Travers Twiss, Q.C., D.C.L. 1871–1873.

This book contains the ancient ordinances and laws relating to the navy and was probably compiled for the use of the Lord High Admiral of England. Selden calls it the "jewel of the Admiralty Records." Prynne ascribes to the Black Book the same authority in the Admiralty as the Black and Red Books have in the Court of Exchequer, and most English writers on maritime law recognize its importance.

56. Memorials of the Reign of Henry VI.:—Official Correspondence of Thomas Bekynton, Secretary to Henry VI., and Bishop of Bath and Wells. *Edited, from a MS. in the Archiepiscopal Library at Lambeth, with an Appendix of Illustrative Documents, by* the Rev. George Williams, B.D., Vicar of Ringwood, late Fellow of King's College, Cambridge. Vols. I. and II. 1872.

These curious volumes, which are of a very miscellaneous character, were, in all probability, compiled under the immediate direction of Bekynton, and commenced before he had attained to the dignity of the Episcopate. They contain many of the Bishop's own letters, and several written by him in the King's name. Besides these, there are letters sent to himself while he was the Royal Secretary, as well as others addressed to the King. This work will elucidate some obscure points in the history of the nation during the first half of the fifteenth century.

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